

RECOGNITION OF GLOUCESTER COUNTY 4-H MEMBERS' ARTWORK CHOSEN FOR STATIONERY OF RUTGERS EQUINE SCIENCE CENTER

WHEREAS, Rutgers Equine Science Center, established in 1978 by Cook College (School of Environmental and Biological Sciences), recently collaborated with state 4-H youth members who participated in the annual 4-H Equine Art Contest;

WHEREAS, Gloucester County 4-H youth members, Christina Czajkowski of Mullica Hill, Catherine Tistan of Mullica Hill and Cecilia Floyd of Pitman were chosen to have their artwork displayed on the official stationery of the Rutgers Equine Science Center in New Brunswick; and

WHEREAS, the new Brunswick Center reviewed almost 30 pieces of artwork and chose six pieces of art to be used as the new, official stationery of the Equine Science Center; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby recognize, and congratulate these well deserving 4-H youth members, Christina Czajkowski, Catherine Tistan and Cecilia Floyd for their artistic talents.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of June, 2012.

*Robert M. Damminger
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

In Recognition Of *A'Leah Horace-Tyson*

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals for courageous acts of heroism and outstanding human effort; and

WHEREAS, A' Leah Horace-Tyson, a 9th grade student at Kingsway Regional High School, performed such an act of heroism and outstanding effort in using the Heimlich Maneuver, which is an emergency procedure for removing a foreign object lodged in the airway that is preventing a person from breathing; and

WHEREAS, recently A' Leah Horace-Tyson was with a classmate who suddenly began choking on an object. Without hesitation, A' Leah jumped in and performed this Life Saving Technique, essentially saving her classmate's life with her quick thinking and rapid response. A'Leah learned how to apply the Heimlich Maneuver from her grandmother, Barbara Tyson, who is a nurse. This demonstrates first-hand that the Heimlich Maneuver is truly a life-saving technique and brings into focus the importance of knowing how to perform these skills for life; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and honor for A 'Leah Horace-Tyson for her courageous act of heroism performed on April 13, 2012.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of June, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

In Recognition Of Kelsey Dominik New Jersey Gatorade Softball Player of the Year

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize Kingsway Regional High School Senior Kelsey Dominik as being named the "New Jersey Gatorade Softball Player of the Year for 2012"; and

WHEREAS, this award was started in 1985 to honor America's elite high school athletes and has developed into one of the most prestigious accolades in high school sports. Kelsey will be the New Jersey representative in the national tournament in Florida; and

WHEREAS, Kelsey has a 0.67 ERA and pitched to 25 wins with only 3 losses in 2012, striking out 274 batters in 195 innings. Kelsey is also outstanding at the plate with a .487 batting average, 11 home runs, 43 RBIs and a slugging percentage of 1.079; and

WHEREAS, Kelsey's athletic accomplishments include being selected for the All Conference, All South Jersey and All States Softball Teams, and the Carpenter Cup Team. She was also selected for the All Conference Swimming and All Conference Field Hockey teams; and

WHEREAS, the New Jersey Gatorade Award also recognizes student achievement in the classroom and contributions to community. Kelsey has maintained a 3.55 GP, she is a member of the National Honor Society, National Arts Honor Society, SADD and Kingsway's Concert Band. Kelsey has volunteered on behalf of Operation Head Start, Rotary International's Interact Service Club and the U.S. Marine Corps Toys for Tots Foundation; and

WHEREAS, Kelsey's has received Kingsway's highest athletic recognition the Dragon Award, and the Joe Bona Scholarship Award for the most career varsity letters-11; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and congratulate Kelsey Dominik as the "New Jersey Gatorade Softball Player of the Year for 2012".

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of June, 2012.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

*Attest:
Robert N. DiLella, Clerk*

Pa

**In Recognition Of
Kingsway Regional High School Varsity Girls Softball Team
2012 South Jersey Group III Champions**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and congratulate the Kingsway Regional High School Varsity Girls Softball Team for a highly successful 2012 season; and

WHEREAS, Kingsway, with a (27-4) record this season, ranked No. 9 in the state, captured the Tri-County Conference Royal Division (10-0), the South Jersey Group III Crown and placed 2nd in the State Championship; and

WHEREAS, the members of the 2012 Kingsway Regional High School Varsity Girls Softball Team are: Rebecca Barb, Kate Bardall, Alexandria Bradian, Isabella Bradian, Victoria Danner, Katherine Dickson, Kelsey Dominik, Ashley Ellis, Savannah Galati, Erica Pyla-Gibson, Cara Grogan, Sarah Hilt, Jasmine Jones, Kaclyn Keene, Ellen Morrison, Breanna Pigford, and Jessica Polcha; and

WHEREAS, under the skilled guidance of Head Coach, Tony Barchuk and Assistants Dave Dominik and Karyn Pickard, the Kingsway Regional High School Varsity Girls Softball Team has shown the qualities of successful athletes which include dedication, hard work, team spirit, talent and, above all, good sportsmanship; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize Kingsway Regional High School Varsity Girls Softball Team for a very special and successful 2012 season.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of June, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest:

Robert N. DiLella, Clerk

Kingsway Regional High School
Dedication Ceremony ~ May 18, 2012
To Bestow the Honor of Naming Their Baseball Field After Fallen Hero
Marine Captain Ryan Iannelli

WHEREAS, a dedication ceremony was held at **Kingsway Regional High School** on Friday, May 18, 2012, at the Kingsway High Regional High School Baseball Field to bestow the honor of naming their Varsity Baseball Field after **Captain Ryan Iannelli**; and

WHEREAS, **Ryan Iannelli** graduated **Kingsway Regional High School** in 2002. Ryan was Class President of the Senior Class, played Baseball for four years, was Team Captain his Junior and Senior year, named Most Valuable Player his Junior year and won the Coach's Award his Senior year. He was also a member of the National Honor Society and went on to play Varsity ball at Oral Roberts University. **Ryan** then joined the United States Marine Corps where he served as a helicopter pilot for the Marine Light Attack Helicopter Squadron 269, Air Group 29, 2nd Marine Air Wing, II Expeditionary Force, which is based in New River, North Carolina; and

WHEREAS, such recognition will honor in perpetuity the heroic action of **Captain Ryan Iannelli**, an East Greenwich resident, who proudly served his country in the United States Marine Corps, and "while conducting combat operations in Helmand Province, Afghanistan" paid the ultimate sacrifice for our freedom and the country he loved; and

WHEREAS, **Kingsway Regional High School** is naming its Baseball Field, complete with a new scoreboard, to bear the name of "**Marine Captain Ryan Iannelli**" in grateful recognition of his sacrifice; and

WHEREAS, in remembrance of this dedication to the **Kingsway Regional High School**, and in honor of the sacrifice of their son, an identical Proclamation is to be presented to **Ryan's** parents, **Donna** and **Kenneth Iannelli**; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace, **do hereby honor and thank "Kingsway Regional High School for the honor and dedication of naming their Baseball Field in memory of our Hero, Captain Ryan Iannelli"**.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

PFC Matthew Rutter

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Army **Private First Class Matthew Rutter** from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at the Mantua VFW, 8 New York Avenue, Mantua, New Jersey on Sunday, May 20, 2012; and

WHEREAS, **Matthew Rutter** is a graduate of Cumberland Regional High School, class of 2009. **Matthew** enlisted in the United States Army in June, 2010 and received Basic Training at Fort Still, Oklahoma. In April, 2011, he was deployed to Afghanistan with the 25th Infantry Division, 3rd Brigade Combat Team, 7th Field Artillery Regiment; and

WHEREAS, while deployed in Afghanistan, **Private First Class Rutter** was awarded the ***National Defense Medal***, the ***Afghanistan Campaign Medal***, the ***Global War on Terrorism Medal***, the ***Army Service Ribbon***, and the ***NATO Medal***; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Private First Class Rutter** and all those servicemen and servicewomen who heroically and gallantly serve their country including his brother SSG Kenneth Rutter III, United States Army, his cousin MSGT Craig Guthridge, United States Air Force and his grandfather who served in the United States Army with the 82nd Airborne Division; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Private First Class Matthew Rutter and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of May, 2012.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

In Recognition of
Quishanah Davis
2012 Paulsboro High School Brotherhood Award
May 18, 2012

WHEREAS, in 1957, the Paulsboro Mayor's Civil Rights Commission established the Paulsboro High School Brotherhood Award as a means to promote good Human Relations. This Award annually recognizes a Paulsboro High School student who has distinguished his/her self in regard for people of all religious faiths, racial background and national origins with regard for the welfare of fellow students and participation in student affairs with special emphasis on the just treatment of others and willingness to go out of his/her way to be of service; and

WHEREAS, annually Paulsboro High School selects for this Award, a person who meets the criteria for and best exemplifies the spirit of the Award and has chosen Quishanah Davis as the recipient of the 2012 Brotherhood Award; and

WHEREAS, Quishanah Davis has demonstrated her possession of these attributes in many ways, earning Student of the Month, has been nominated twice for People's Choice Award, and was also the 2011 Homecoming Queen. She has a natural tendency to love and protect everyone around her; and

WHEREAS, Quishanah Davis intends to continue her commitment to Brotherhood by pursuing studies in Law and Justice at Morgan State University; and

WHEREAS, Quishanah's family includes her mother, LaShannon and her two older brothers, Quiheeme and Anthony; and

WHEREAS, Quishanah has this sage advice for the school's underclassmen; "The importance of Brotherhood has to be exemplified at all times. You may not fully understand how meaningful it is to someone just by holding the door for them, but that's important and is a way of showing Brotherhood. Showing Brotherhood could get you somewhere"; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize Quishanah Davis as the recipient of the 2012 Paulsboro High School Brotherhood Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder Liaison

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**PROCLAIMING JUNE AS
HUNGER AWARENESS MONTH**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim June as Hunger Awareness Month as no person in Gloucester County or America should have to go hungry; and

WHEREAS, hunger is a growing reality in America; and

WHEREAS, America is one of the wealthiest nations in the world, the prevalence of hunger is a national travesty and for many a well kept secret; and

WHEREAS, every resident of Gloucester County should have enough food to eat and sufficient nutrition to carry out the daily tasks of life and work; and

WHEREAS, hunger has adverse consequences for all Americans, particularly children and mothers; and

WHEREAS, hunger is associated with behavior problems among preschoolers and school-aged children; and

WHEREAS, the Gloucester County Department of Social Services has experienced a 127% increase in the total number of recipients in Food and Nutrition Services (food stamps) from 9,950 recipients in March 2007 to 22,603 recipients in March 2012; and

WHEREAS, hunger exists throughout the year and not just during holiday season; and

WHEREAS, the summer months present special challenges to families during the summer months because children qualify for free/reduced school breakfast and lunch programs to provide essential meals for their children during the school year but when school is out, they lack proper nourishment; and

WHEREAS, food supplies at food pantries and food banks are traditional low during summer months; and

WHEREAS, it is important for us to remember to make donations to our local community food banks on a routine basis because countless families turn to these institutions to help feed their families all year; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby proclaim June as HUNGER AWARENESS MONTH in Gloucester County and urge all citizens to come forward and do something positive that will help change a lifetime for children and youth in foster care;

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of June 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:

Robert N. DiLella, Clerk

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS
OF AND POSSIBLE SETTLEMENT OF TWO LITIGATION MATTERS ENTITLED
COUNTY OF GLOUCESTER v. AMERICAN ATLANTIC COMPANY,
DEVELCOM FUNDING, LLC; DEVELCOM REALTY, LLC; DEVELCOM
MANAGEMENT COMPANY, LLC; WEEKS MARINE, INC.; WELLS FARGO
& COMPANY; THE WILLIAMS COMPANIES, INC., PEPCO HOLDINGS, INC.;
STATE OF NJ, DOCKET NO. BUR-L-3641-09**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *June 20th, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of litigation as captioned herein above;
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, June 20th, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A2

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE
WORKERS' COMPENSATION CLAIM OF PETITIONER, WILLIE CARROLL V.
GLOUCESTER COUNTY, CLAIM PETITION NO. 2006-9063; AND REDUCING
THE WORKERS' COMP LIEN IN THE MATTER OF DOMINICK CAMA,
V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2009-27511**

WHEREAS, the Petitioners, Willie Carroll and Dominick Cama have filed claims against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through legal counsel have reached a proposed resolution of this re-opener matter of Willie Carroll, said proposal having been reviewed by the Court for reasonableness; and

WHEREAS, a Workers' Compensation lien has been asserted by the County of Gloucester against Dominick Cama, relative to litigation entitled Dominick Cama v. Stephen Garvey, Docket No. GLO-L-001747; and

WHEREAS, defendant has offered \$50,000.00 to resolve the injury claims of Dominick Cama; and

WHEREAS, statutorily the County is entitled to two-thirds of the net settlement proceeds; and

WHEREAS, it has been suggested that a compromise of the County's lien be approved, reducing the County's entitlement from \$89,263.09 to \$15,399.18, based on the limited amount of insurance coverage and other financial resources.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim of Willie Carroll, C.P. No. 2006-2092476, resulting from an inmate altercation is authorized in the amount of \$3,500 under Section 20.

BE IT FURTHER RESOLVED that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the dispositions as set forth hereinabove.

BE IT FURTHER RESOLVED that a reduction of the County's Workers' Compensation lien to the amount of \$15,399.18 in the matter of the Dominick Cama, is hereby authorized and approved, and that County Counsel is hereby instructed to file an action for subrogation against Stephen Garvey.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JUNE 2012**

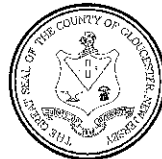
WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending June 15, 2012; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending June 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending June 15, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending June 15, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET
PURSUANT TO N.J.S.A. 40A:4-87**

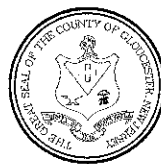
WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$167,373.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Special Child Health – Case Management, to be appropriated under the caption of the *New Jersey Department of Health and Senior Services Special Child Health - Case Management - Other Expenses*;
- (2) The sum of **\$1,770,220.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Workforce Investment Act, to be appropriated under the caption of the *New Jersey Department of Labor and Workforce Development Workforce Investment Act - Other Expenses*;
- (3) The sum of **\$1,000.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program, to be appropriated under the caption of the *New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program - Other Expenses*;
- (4) The sum of **\$8,678.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Megan's Law Grant, to be appropriated under the caption of the *New Jersey Department of Law and Public Safety Megan's Law Grant - Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A5

**RESOLUTION TO REAPPOINT ALBERT FRATTALI AND ROBERT WOOTON
TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL
DISTRICT & VOCATIONAL SCHOOL DISTRICT**

WHEREAS, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the current terms of Albert Frattali and Robert Wooten expire June 30, 2012; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester and the state of New Jersey as follows:

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the reappointments of Albert Frattali and Robert Wooten to three-year terms, effective for the period commencing July 1, 2012 and terminating June 30, 2015.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

ROBERT P. WOOTON

Glassboro resident for 63 years

Married - 52 yrs - wife Joan

Four children - 4 married (1 medical doctor, 2 in computer field, 1 in Education field with Master's degree)

Seven Grandchildren

- Graduate:
- * Glassboro High School
 - * Glassboro State College - B.S.
 - * Glassboro State College - M.A.

- Work Experience:
- * Retired after 32 yrs. in education as Teacher, Principal, Business administrator and Superintendent of Schools
 - * Served as part-time borough administrator in Glassboro
 - * Part-time adjunct professor at Rowan College - supervising student teachers

- Civic Duties:
- * Served 15 years as a Glassboro Councilman (1967-1976, 1987-1989 & 1998-2000)
 - * Served as trustee for Glassboro Public Library (Held offices of President & Treasurer)
 - * Served as the First Secretary of the Glassboro Park & Recreation Commission
 - * Presently Vice President of the Gloucester County Special Services Board of Education & Institute of Technology (Member for 21 years)
 - * Member of the Educational Information & Resource Center Board of Trustees, (Currently Vice Chairman)
 - * Member of First United Methodist Church of Glassboro and active on several of the church boards

- Miscellaneous:
- * Former First Lieutenant - U.S. Army Reserve
 - * Former high school coach and umpire
 - * Outstanding Young Man Award - 1970
 - * Who's Who in American Colleges and Universities
 - * Member Board of Trustees of Educational Information Resource Center
 - * Member Phi Delta Kappa - an educational fraternity
 - * Served twice as President of Gloucester Co. School Business Officials Assoc.

ALBERT F. FRATTALI

EDUCATION:

1978 – 1980	Lyons Technical Institute, Phila., Pa. Heating and Air Conditioning
1970 – 1972	Ironworkers Local #12, Albany, NY Apprenticeship Program
1969 – 1969	U.S. Army Medical Training School Fort Sam Houston, TX
1968 - 1970	Carpenters District Council Apprenticeship Phila., Pa.
1964 – 1968	Bishop Neumann High School, Phila., Pa. Business Course

EXPERIENCE:

07/07 – Present	Co-Administrator Ironworkers District Council Phila. And Vicinity Health and Pension Fund Oversee Collection of Contributions from Signatory Contractors, Administer Pension Benefits to Retirees and manage health Benefits for Phila. Council of Ironworkers
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09/89 – 06/07

**Business Manager – Financial Secretary/Treasurer
Funds Administrator
Local Union #405, Philadelphia, Pa.**

Manage the finances of the local union. Negotiate Collective Bargaining Agreements with various Contractor Associations. Organize new contractors and new members. Responsible for Placement of members on construction jobs. Oversee and Coordinate work relationships between management and labor Solicit employment from various contractors for new jobs for Members. Report all business of local union to members. Administer Annuity, Apprentice, and Vacation Funds.

04/71 – 09/89

Ironworker, Ironworker Foreman for various General Contractors and Sub-Contractors.

Worked on various construction sites, commercial, Residential, industrial, heavy, highway and bridge Construction. Responsible for job layout, reading of Blue prints, giving direction and leadership to men on Job site. Keep records on steel deliveries, steel tonnage Placement, cost/profit of job.

07/68 – 03/71

Wynnewood Manufacturers [Cabinetmaker]

Fit-up work – assembly and installation. Operation of Machinery which included overhead router, table saw, Joiner, planers, band saws and sanding machine for Various commercial projects.

PROFESSIONAL MEMBERSHIPS:

Commissioner on the Delaware River Port Authority

Vice-Chairmen Washington Township Planning Board

Trustee Ironworkers Local #405 Annuity, Apprentice and
Vacation Funds

Board Member of the Special Services School District and
The Vocational School District of the County of Gloucester

Board Member of the Philadelphia Crime Commission

Ex-President and Board Member of UNICO Charities
Philadelphia Chapter

HONORS:

Laborers International Local #332 – Labor Man of the Year Award 2000

UNICO Charities – Salute to Labor Honoree Award 2003

RPC TV Network – Good News Award 2004

March of Dimes – Service to Humanity Award 2005

Joe Hand Boxing Club – Good Guy Award 2005

Joe Hand Boxing Club – Sponsor of the Year Award 2006

Joe Hand Boxing Club - New Politician Award 2007

NARSC – Reinforcing Steel Industry Award - 2007

Boys Towns of Italy, Inc. – Man of the Year - 2011

ACTIVITIES:

3rd Degree Black Belt Instructor – Shotokan Karate Jitsu

Al

**RESOLUTION AUTHORIZING PROCUREMENT OF VENDING
MACHINES AND SERVICES FOR COUNTY BUILDINGS**

WHEREAS, there is a need to have vending machines in various buildings throughout the County, which will allow for snacks and drinks to be available to County employees, and visitors to County buildings; and

WHEREAS, the County has concluded that there is negligible risk and cost in making vending machines available in County buildings throughout the County, as any vending entity awarded a contract by the County to provide such machines will be required to service the said machines, as well as to pay to the County a percentage of commissions on all sales made by and through the said machines; and

WHEREAS, it is the intention of the County to procure vending machines in County buildings, and the services required for same, by and through the public bidding procedures established by New Jersey state law, and County policy; and

WHEREAS, it is the intention of the County to award a contract for vending machines, and the services required for same, to the qualified vendor who will provide the highest percentage of commissions on all sales to the County; and

WHEREAS, the County estimates that the total revenue that may be generated for the County through the vending machines in various County buildings in the form of a percentage of the commissions could be in excess of \$10,000.00 annually; and

WHEREAS, there will be no costs or expenses incurred by the County as part of the award of a contract for vending machines, and the services required for same, for County buildings throughout the County; and

WHEREAS, pursuant to N.J.A.C. 5:34-9.4, prior to commencing procurement of any concession, which would include vending machines and services for same, the County is required to obtain the approval of the Freeholder Board, which this Resolution would serve to provide.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Purchasing Agent of and for the County be, and is, hereby authorized and directed to initiate and execute the procurement process to obtain vending machines, and any services required and attendant thereto, for various County buildings throughout the County in accordance with the applicable public bidding procedures established by State law, and County policy, with the County receiving a percentage of the commissions on all sales made through said machines, and at no cost to the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**RESOLUTION SUPPORTING SENATE PRESIDENT SWEENEY'S
PROPERTY TAX RELIEF PLAN**

WHEREAS, property taxes in New Jersey consistently rank as the highest in the nation, with an average adjusted property tax bill of \$7,519; and

WHEREAS, since both Governor Christie and Senate President Sweeney have both advanced competing plans to cut taxes, County officials should support the plan that best meets the pressing need to reduce the property tax burden of their constituents; and

WHEREAS, Governor Christie's plan provides for a ten percent across-the-board State income tax cut which would be phased in over a three-year period and Senate President Sweeney's "Real Relief" plan would, through a ten percent state income tax property tax credit claimed on the state income tax return, reduce by ten percent the tax burden of all New Jersey homeowners earning less than \$250,000 a year; and

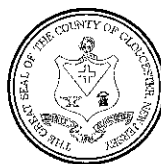
WHEREAS, Governor Christie's proposal provides fifty-two percent of the tax relief to the richest five percent of New Jerseyans, while Senate President Sweeney's Real Relief plan provides the greatest tax relief to middle class taxpayers, focusing one hundred percent of the tax relief on the ninety-five percent of New Jersey families with incomes below \$250,000 a year; and

WHEREAS, the average Gloucester County annual household income is \$85,832, and the average home's assessment is \$157,059 with a property tax bill of \$5,776, meaning Governor Christie's plan would result in a household tax cut of only \$147, while Senate President Sweeney's plan would provide an average savings of \$578.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders hereby urges the passage of Senate President Sweeney's Property Tax Relief Plan, since this plan alone grants real tax relief to middle class taxpayers in desperate need of a tax cut, and furthermore, urges Governor Christie to support and sign such a measure into law.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Clerk is directed to forward true copies of this resolution to Governor Christopher J. Christie, Senate President Stephen M. Sweeney, Assembly Speaker Sheila Oliver, Deputy Speaker John Burzichelli, Senator Donald Norcross, Senator Fred Madden, Assemblywoman Celeste Riley, Assemblyman Paul Moriarty, Assemblywoman Gabriela Mosquera, Assemblyman Gilbert Wilson, and Assemblyman Angel Fuentes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

B1

RESOLUTION AUTHORIZING A CONTRACT TO WASTE MANAGEMENT OF NEW JERSEY, INC., FOR OF REFUSE REMOVAL IN AN AMOUNT NOT TO EXCEED \$130,000.00, FOR THE TERM OF TWO YEARS FROM THE DATE OF THE AWARD

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supplying and delivery of refuse removal for the County of Gloucester per specifications in PD-012-012; and

WHEREAS, bids were publicly received and opened on May 25, 2012; and

WHEREAS, after following proper public bidding procedure, it was determined that Waste Management of New Jersey, Inc., with offices at 107 Silvia St., Ewing, NJ 08628 was the lowest responsive and responsible bidder to perform said services, for a minimum contract amount of zero and a maximum amount of \$130,000.00 for the term of two years from the date of the award of the contract with the option to extend for one (1) two year term or (2) one year terms as described in the bid specifications PD 012-012; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget. Continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Waste Management of New Jersey for the hereinabove referenced services for a minimum contract amount of zero and a maximum amount of \$130,000.00 and, that the Freeholder Director and Clerk of the Board be and hereby authorized to execute said contract for the purposes set forth herein above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
WASTE MANAGEMENT OF NEW JERSEY, INC.**

THIS CONTRACT is made effective the ____ day of _____, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **WASTE MANAGEMENT OF NEW JERSEY, INC.**, (a New Jersey Corporation) with offices at 107 Silvia St., Ewing, NJ 08628, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supplying and delivery of refuse removal for the county of Gloucester, as set forth in PD-012-012.

WHEREAS, Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERMS.** This Contract shall be effective for the period beginning June 21, 2012 and terminating June 20, 2014.
2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 012-012**, with a minimum contract amount of zero and maximum contract amount of \$130,000.00, for supply and delivery of refuse removal for the County of Gloucester consistent with Contractor's Bid.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as **PD-012-012**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in

accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that

the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as **PD-012-012**, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-012, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2012

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**WASTE MANAGEMENT OF NEW JERSEY,
INC.**

BY: _____

Please Print Name

[illegible]

B

B1

SIGNATURE PAGE

SIGNED:  **COMPANY:** Waste Management of New Jersey, Inc.
NAME: Jeffery Bryk **ADDRESS:** 107 Silvia Street
(PRINTED OR TYPED) Ewing, NJ 08628
TITLE: Area Manager Public Sector Services **TELE #:** 800-633-9096
DATE: May 24, 2012 **FAX #:** 609-434-5764

VARIATIONS: 2 Cubic Yard Per Pickup trash \$10.47
4 Cubic Yard Compactor Per Pickup Trash \$50.46

Be

**RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH
ASPHALT PAVING SYSTEMS FOR THE SUPPLY OF CATIONIC EMULSIFIED
ASPHALT (CRS-2) FOR A PERIOD OF ONE (1) YEAR FOR AN AMOUNT NOT TO
EXCEED \$40,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Asphalt Paving Systems (hereinafter "Asphalt"), for the supply of Cationic Emulsified Asphalt (CRS-2) to be picked up by the County, at the unit cost of \$4.10 per gallon regular blend, and \$4.25 per gallon winter blend, as per Bid PD#011-028; and

WHEREAS, the specifications for the said contract provided for an extension, at the option of the County, for an additional one (1) year period; and

WHEREAS, the County's Purchasing Agent and County's Public Works Department have recommended that the option to extend be exercised for the said contract, extending the term for one (1) year beginning May 18, 2012 and ending May 17, 2013 for an amount not to exceed \$40,000.00; and

WHEREAS, the said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2012 is conditioned upon the approval of the 2013 County Budget; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with Asphalt for the supply of Cationic Emulsified Asphalt (CRS-2) to the County in accordance with Bid PD#011-028 for an additional one (1) year period commencing May 18, 2012 and concluding May 17, 2013 for an amount not to exceed \$40,000.00 for the extended term; so that the County's Purchasing Agent is hereby directed to inform Asphalt of the extension; and,

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B2

PD 011-028			
Bid Opening 4/20/2011 10:00am			
SPECIFICATIONS AND PROPOSAL FORM FOR THE			
SUPPLYING OF CATIONIC EMULSIFIED ASPHALT			
(CRS-2) FOR THE COUNTY OF GLOUCESTER			
PUBLIC WORKS DEPARTMENT.			
		VENDOR:	
		Asphalt Paving Systems	
		PO Box 530	
		Hammononton, NJ 08037	
		Robert Capoferri Pres.	
		609 561-4161	
		609 567-2824 Fax	
		PER GALLON	
1	Regular Blend	\$4.10	
2	Winter Blend	\$4.25	
Variations: (if any)		NONE	
Will you extend your prices to local government entities within the County		YES	
Bid specifications sent to:		Patch Management Inc.	RE Pierson Construction
		HRI Inc.	American Asphalt Co.
			Construction Journal
			Prime Vendor
Term of contract is for one (1) year with an option to extend the term for one (1) 2 year or 2 one (1) year periods.			
Based upon the bids received, I recommend Asphalt Paving Systems be awarded the contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Assistant Purchasing Agent	

B3

**RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH
GOOD DEAL LIFETIME TRANSMISSIONS FOR TRANSMISSION OVERHAUL
SERVICES ON COUNTY VEHICLES FROM AUGUST 4, 2012 TO AUGUST 3, 2013
FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR**

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Good Deal Lifetime Transmissions (hereinafter "Good Deal"), with offices at 531 Mantua Avenue, Woodbury, NJ 08096, for the service of transmission overhauls on County vehicles, as per Bid PD#10-039; and

WHEREAS, the specifications for the said contract provided for an extension, at the option of the County, for an additional two (2) year period; and

WHEREAS, the County's Purchasing Agent and County's Public Works Department has recommended that the option to extend be exercised for the said contract, extending the term for two (2) years beginning August 4, 2012 until August 3, 2014 for an amount not to exceed \$20,000.00 per year; and

WHEREAS, the said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2012 is conditioned upon the approval of the 2013 County Budget; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with Good Deal for the service of transmission overhauls on County vehicles in accordance with Bid PD#10-039 for an additional two (2) year period commencing August 4, 2012 and concluding August 3, 2014 for an amount not to exceed \$20,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform Good Deal of the extension; and,

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

PD010-039					
Bid Opening 7/13/2010 10:00am					
SPECIFICATIONS AND PROPOSAL FORM COVERING TRANSMISSION OVERHAULS ON AUTOMOBILES AND TRUCKS FOR THE COUNTY OF GLOUCESTER			VENDOR: First Quality Inc, T/A Cottman Transmission 230 Glassboro Rd. Woodbury Heights, NJ 08097 Austin J. Bombaro - President 856 845-0070 856 845-8651 FAX		
VENDOR: Good Deal Lifetime Transmissions 531 Mantua Ave. (RT-45) Woodbury, NJ 08096 John Mikulski - Owner 856 848-1919 856 848-4660 FAX					
ITEM	DESCRIPTION	MFGR	MODEL	UNIT PRICE	UNIT PRICE
1	Ford		AX4S	\$1,595.00	\$1,500.00
2	Ford		5R55E	\$1,475.00	\$1,500.00
3	Ford		AX4N	\$1,695.00	\$1,500.00
4	Ford		4R70W	\$1,595.00	\$1,500.00
5	Ford		E40D	\$1,750.00	\$1,295.00
6	Ford		AXODE	\$1,595.00	\$995.00
7	Ford		4R75W	\$1,695.00	\$1,500.00
8	Ford		4R100	\$1,750.00	\$1,650.00
9	Ford		5R110W	\$2,495.00	\$1,995.00
10	Ford		4F50N	\$1,695.00	\$1,500.00
11	Ford		5R55W	\$1,795.00	\$1,775.00
12	Chevrolet		4T45E	\$1,595.00	\$1,500.00
13	Chevrolet		4T65E	\$1,595.00	\$1,500.00
14	Chevrolet		4L80E	\$1,795.00	\$1,500.00
15	Chevrolet		4L85E	\$1,895.00	\$1,500.00
16	Chevrolet		6L90	\$2,795.00	NO BID
17	Chevrolet		4L60E	\$1,495.00	\$1,500.00
18	Chrysler		45RFE	\$1,595.00	\$1,500.00
19	Chrysler		604	\$1,375.00	\$1,300.00
20	Chrysler		606	\$1,495.00	\$1,300.00
21	Chrysler		5-45RFE	\$1,695.00	\$1,500.00
22	Chrysler		42RLE	\$1,595.00	\$1,500.00
HOURLY RATE				\$65.00 Per Hour	\$65.00 Per Hour
Variations: (if any)				NONE	NONE
Will you extend your prices to local government entities within the County				YES	YES
Bid specifications sent to:				Johnson & Towers	
The term of the contract shall be for two years from date of award with with the option to extend for 1 two year period or 2 one year periods.					
Based upon the bids received, I recommend Good Deal Lifetime Transmissions be awarded the contract as the lowest responsive, responsible bidder.					
				Sincerely,	
				Robert J. McErlane	
				Assistant Purchasing Agent	

B3

B4

**RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS
RELATED TO PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION
GRANT PROGRAM IN THE AMOUNT OF \$50,000**

WHEREAS, the Rural Housing Service, an agency of the U.S. Department of Agriculture has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2012; and

WHEREAS, Gloucester County is eligible to submit an application for funding to target certain communities within Gloucester County that meet criteria as established by USDA to rehabilitate owner occupied homes of very low income, less than 50% of median income, residents; and

WHEREAS, the Gloucester County Department of Economic Development desires to submit a grant application to the U.S. Department of Agriculture for Housing Preservation Grant funds to rehabilitate owner occupied properties to improve target areas within Gloucester County that might otherwise become sources of blight; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Department of Economic Development reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Economic Development must submit the grant pre-application to the U.S. Department of Agriculture for review, and should said agency approve the pre-application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the USDA for the administration of grant program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant pre-application with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$50,000.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



B4

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Christina Moran

DEPARTMENT: Economic Development

GRANT TITLE: FY2012 USDA Sec. Housing Preservation Grant

DATE: June 7, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: June 20, 2012

New Jersey Relay Service -- 711
Gloucester County Relay Service
(TTY/TTD) -- (856)848-6616

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 05/15/2012

1. TYPE OF GRANT

 NEW GRANT

 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: FY 2012 USDA Sec 533 Housing Preservation Grant

3. GRANT TERM: FROM: 10/01/2011 TO: 09/30/2012

4. COUNTY DEPARTMENT: ECONOMIC DEVELOPMENT

5. DEPT. CONTACT PERSON & PHONE NUMBER: LISA MORINA (856) 384-6930

6. NAME OF FUNDING AGENCY: US Department of Agriculture

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The USDA has issued a NOFA announcing the solicitation of competitive applications under its Housing Preservation Grant Program. This HPG program is a grant program which provides qualified eligible entities to assist very low and low income homeowners in rehabilitating their homes in rural areas.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
------	--------	------	--------

<u>N/A</u>			
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9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 06/25/2012

MANDATED

\$50,000

\$0
(Attach Documentation)

0 _____

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES X NO

BOARD. lcerny@co.gloucester.nj.us Yes /X No /

Yes X No
Lisa M. Perna
 Signature

Signature

DATE: 5-15-78

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 16 MAY 2012 dpc

DATE RECEIVED BY BUDGET OFFICE: _____

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature

Signature

2. _____
Signature

Signature

Revised: 9/22/03

2012 Housing Preservation Grant Goals and Objectives

The Housing Preservation Grant (HPG) program provides grants to sponsoring organizations for the repair or rehabilitation of low- and very low-income housing. The grants are competitive and are made available in areas where there is a concentration of need.

Those assisted must own very low- or low-income housing, either as homeowners, landlords, or members of a cooperative. Very low income is defined as below 50 percent of the area median income (AMI); low income is between 50 and 80 percent of AMI.

HPG funds received are combined with other programs or funds such as HUD CDBG and HOME funding and used as loans, grants, or subsidies for recipient households based on a plan contained in the application. Funds must be used within a two-year period.

Housing Preservation Grant assistance is available from grantees to assist very-low and low-income homeowners to repair and rehabilitate their homes. Financial assistance provided by the grantee may be in the form of a grant, loan, interest reduction on commercial loans, or other comparable assistance.

The policy goals for the use of funds is to repair or rehabilitate individual housing owned and/or occupied by very low- and low-income rural persons in the form of a zero interest deferred payment loan consistent with the CDBG /HOME Housing Rehabilitation program policy.

It is proposed that an additional 10-15 units can be rehabilitated in these areas that would produce a significant impact within each community whose population limit of towns served is 20,000.

The grant, if awarded, will cover rehabilitation work as a supplement to the CDBG and HOME program funds.

2012 GLOUCESTER COUNTY BUDGET --Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS

21287 HOMEOWNER REHAB

\$50,000

These funds are used to rehab owner occupied homes for very low and low income families within rural areas whose populations in towns do not exceed 20,000. It is anticipated that 10-15 homes can be rehabilitated.

DEPARTMENT: ECONOMIC DEVELOPMENT

Form: C-2

DEPARTMENT CODE 1703
Submission Date: May 15, 2012
Revision Date:

B5

**RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER
COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SERVICES FOR
AT-RISK YOUTH THROUGH THE YOUTH ONE-STOP, FOR AN AMOUNT
NOT TO EXCEED \$323,000 FROM JULY 1, 2012 TO JUNE 30, 2013, WITH
THE OPTION OF A ONE YEAR RENEWAL**

WHEREAS, the County of Gloucester ("County"), a designated workforce area, pursuant to the Workforce Investment Act of 1998, seeks to provide training for at-risk youth students in various disciplines; and

WHEREAS, the County requested proposals, via RFP #012-035 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, New Jersey, 08080 made the most advantageous proposal; and

WHEREAS, the Gloucester County Institute of Technology shall be responsible for supplying a total education package that will include open entry-open exit (non-traditional) educational, pre-vocational, and vocational services along with comprehensive support services; and

WHEREAS, compensation for the aforesaid services shall be a minimum contract amount of Zero and a maximum contract amount of \$323,000.00, for a term beginning July 1, 2012 and ending June 30, 2013, with the option of a one year renewal at the County's sole discretion, pursuant to the proposal submitted by the Vendor; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Gloucester County Institute of Technology for the provision to train at-risk youth students in various disciplines, for the period beginning July 1, 2012 and ending June 30, 2013, with the option of a one year renewal at the County's sole discretion, for a minimum contract amount of Zero and a maximum contract amount of \$323,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 20, 2012 in the City of Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 20th day of June, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and Gloucester County Institute of Technology, located at 1360 Tanyard Road, Sewell, NJ, 08080, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of services for "at risk" youth within the County of Gloucester, as more particularly set forth in RFP-012-035; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open competitive contracting as per State Statute 40A:11-4.1; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing July 1, 2012 and concluding June 30, 2013, with the option of a one year renewal.
2. **COMPENSATION.** Contract shall be for estimated units of service, not to exceed \$323,000.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-035, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract and "Program Specifications" which is incorporated and made part of this Contract as Attachment A, together with any other specifications issued by the County in connection with this Contract. Should there occur a conflict between this form of contract and RFP-012-035, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))
Sec. 508- Clean Water Act (33 USC 1368)
Environmental Protection Regs. 40CFR Part 15
Energy Policy and Conservation Act 89 Stat.891

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-035 issued by the County of Gloucester and Vendor’s responsive proposal. Should there occur a conflict between this form of contract and RFP-012-035, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-035, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the ____ day of _____, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

MICHAEL C. DICKEN, SUPERINTENDANT

Youth Development System
Younger Youth/Older Youth Ages 14-21
(July 1, 2012 through June 30, 2013)

The Gloucester County Workforce Investment Board (WIB) Youth Council is responsible for creating a youth development system that reflects the needs and bridges the gaps of services for the in-school/out-school youth population ages 14 to 21. In addition, the Workforce Investment Act of 1998 (WIA) requires that the youth program include 10 program elements. These elements are:

1. Tutoring and study skills training,
2. Alternative secondary school services,
3. Summer employment opportunities (younger youth) that are directly linked to academic and occupational learning,
4. Paid and unpaid work experience,
5. Occupational skill training,
6. Leadership development,
7. Supportive services,
8. Adult mentoring,
9. Twelve months of follow-up services,
10. Comprehensive guidance and counseling

In order to achieve these objectives a **Youth One-Stop Career Center** will be continued at the Gloucester County Institute of Technology (GCIT). The Center will be operated by GCIT with oversight and planning responsibilities by the WIB Youth Investment Council. The components of the program include assessment, education, pre-vocational, vocational, and supportive services. Additionally, GCIT will be responsible for recruitment, recreational and follow-up activities as well as incentives and achievement awards.

Youth Development approach, which WIA stresses, focuses on the assets of the young person; communicates high expectations; provides opportunities for leadership and encourages a sense of personal identity. The principles of this approach include:

- Continuity of contact with caring adults committed to their labor market success;
- Centrality of work and connections to employers;
- A variety of options for improving educational and skill competencies;
- Hands on experiential training in community rebuilding and areas of labor market growth;
- On-going support through the first jobs, coupled with sustained efforts to improve skills;
- Incentives to improve and recognition of achievement;
- Opportunities for leadership development, self-governance, community service and decision-making
- Linking young people with the sources for external supports (housing, health care, food, and clothing).

{The Sar Levitan Center for Social Policy Studies – Johns Hopkins University, November 2002}

Recruitment:

The administration and staff present to the guidance directors, counselors, child study team directors, and principals throughout the county by networking, resource fairs, and meeting presentations throughout the year. Each month, as the drop out lists are received, every student included on the lists

will receive a letter explaining the services provided by the Youth One Stop Career Center and inviting them to contact us for additional more personalized information. We will also provide One Stop students a "finder's fee" for referring eligible students to the program.

Our staff will also identify places within Gloucester County where young people "hang out" such as Clayton Place and the Deptford Mall Teen Center and offer information about the program. We will continue to distribute the updated the brochure and posters with pull off sheets within the county to public places like the Gloucester County Store, libraries, and Gloucester County immunization sites. Additionally, we will continue to advertise in appropriate media (GCC catalog, Gloucester County Educational Network, expand our exposure on the web with additional links and continue to update information on Facebook, Craig's List, and county and educational websites.)

Selection and Assessment: (Application and Intake Process)

Every student who wishes to enroll in the One-Stop would be required to fill out an application. Applications will be located in the Gloucester County College Services Building and the 100 wing main office at GCIT for pick up by the public. Applications may also be mailed upon request. Once the completed application is received back, if the person meets all the WIA eligibility requirements, that person will be contacted by phone to schedule a Test of Adult Basic Education (TABE) examination. These tests would be administered every day in the One Stop classroom. Once the test is completed, it is graded and if the applicant receives a score at the grade appropriate level (generally 6th grade or above), they would receive a phone call to set up an appointment for orientation. Prior to the orientation, the GED Facilitator will develop an Individual Service Strategy (ISS) for the student. This will guide both the student and the teacher once they begin the classroom instruction. Should it become evident that a applicant requires special accommodations, he/she may be referred to the Division of Vocational Rehabilitation (DVR). If an applicant scores below an 4th grade level on the TABE Test, he/she will be referred to the Gloucester County College to utilize the WIA title II low literacy program.

During the orientation, the prospective student will review their application with the GED Facilitator, receive a Youth One Stop handbook, and review the most important rules and policies of the program. At the end of orientation, the student will receive a start date. After the orientation is completed, the student paperwork will be forwarded to the appropriate school official. Original copies of all student paperwork will be kept in the student's permanent file under lock and key in the GED Facilitator's office.

Educational Services

Educational Services at the Gloucester County College Services Building will be categorized for the youth based on reading and math skill grade levels. Educational programs will be individualized, self-paced, and will operate on an open-entry (with assessment) and open exit basis with at least fifteen (15) hours of instruction per week along with two to six hours of pre-vocational and/or vocational instruction. All participants will receive academic instruction as needed in math and language arts. Students who need additional support in basic skill development have access to computerized programs. Students will also have the opportunity to participate in gym at GCIT four days a week. The primary goal of the services is to prepare the student to take and pass the GED examination. Secondary goals of the Youth One Stop include tutoring and study skills to improve and enhance the overall literacy of the participant.

Pre-vocational (Career Development):

Pre-vocational classes will take place prior to the vocational classes. All students will participant in a

formal pre-vocational class where they will receive instruction designed to prepare the student for future vocational and employment opportunities. Activities will emphasize the following competencies: ability to make career decisions, the use of labor market information, preparing a resume, filling out applications, interviewing skills, importance of punctuality and regular attendance, demonstrating positive attitudes/behaviors, presenting appropriate appearance, exhibiting good interpersonal relationships, and completing tasks effectively. A life skills component may include, but not be limited to: personal finance, housing, driver's education, health assessment and management, family planning and sexually transmitted disease, and substance abuse awareness.

Students will also participate in community service projects such as food donations for food banks or nursing home visits at the holiday. Post-secondary education provider and career exploration visits are also a component of the program.

Vocational Services:

GCVTDS vocational school teachers will be utilized after their regular school day is complete. Vocational instruction will take place at GCIT two days a week in two vocational areas from 3:00 pm to 5:00 pm. Students will be offered a choice of vocational training opportunities and skill certificates will be developed to recognize student achievement.

The One-Stop Career Center Environment:

This is one of the most essential elements of the youth development system. The One Stop students will study to prepare for the GED exam in modern, state of the art classrooms. Brand new laptop computers with internet access are available in the classrooms. The rooms provide the ideal environment for students. Meeting space for other activities can easily be found when necessary for special activities and events. All One Stop teachers are certified by the State of New Jersey, possess years of teaching experience, and have received training in providing the necessary structure and support for at-risk students.

Support Services:

Support services are provided to students from start to finish. All students are provided the necessary information and resources they need from the first moment the GED Facilitator meets the student to the follow-up monitoring students receive after they attain their GED and go on to post-secondary education and/or the workplace. While enrolled in the Youth One Stop, students not only receive educational services; they have the opportunity to receive therapeutic counseling, and guidance from an experienced counselor. Students also work with an employment specialist. School-Based Youth Services counselors are also available to provide counseling under certain circumstances.

Supportive services such as work clothes, public transportation vouchers, childcare, family counseling, and paying for the GED exam fee, are also available as needed. Incentives to motivate and encourage students include the following: money, trips, and gift cards for the purpose of increasing participation and also as a means for recruiting additional students. Students will also be permitted to utilize the GCIT bakery and retail store on a regular basis throughout the week. The recreational facilities of GCIT such as the gymnasium and fitness center are also available to students to increase their mental and physical wellbeing. Lunches are provided daily to all attending students. The Pre-vocational and vocational training prepares students to enter the workforce with the skills and competencies to be successful. Finally, our Transition Services provides an employment specialist for all students to identify and secure appropriate employment opportunities.

Exit Plan

Upon attainment of their GED, all students meet with a member of the Youth One Stop Career Center to review career/education goals and objectives consistent with the student's Individual Service Strategy (ISS). Also included in this conference are relevant local social service agencies and the parent/guardian. The exit plan includes, at a minimum, career/education advancement goals, life goals (college or vocational training or independent housing arrangements) along with an explanation and/or strategy on how these goals will be obtained.

Follow-up activities:

Graduates receive periodic mailings, Facebook messages, texts, and phone calls from the Youth One Stop GED Facilitator and staff. Incentives are provided for participation in the follow-up survey. Students who have passed the GED, but are not employed, may come back to the career center to work with the employment specialist and incentives are given to the students for each meeting attended. Enrolled graduates are also invited to all career and post secondary education trips.

Employment

Placement into unsubsidized employment will be the primary and exclusive goal for older youth, ages 18-21. Our employment specialist, in collaboration with Gloucester County Special Services School District Transition Team will work with students to identify potential employers and take the necessary steps necessary to secure employment. Students will be encouraged to register for work with employment services as well as the One Stop in Thorofare.

Additional Anticipated Outcomes and Expectations:

1. Supply monthly individual progress reports on youth.
2. Test each student every Friday in the component that was below 8.9 at time of entry into program.
3. Immediately upon notification of student passing GED exam, inform the Youth Counselor at the Gloucester County One Stop. This should be done in writing with appropriate documentation.
4. Enrolled youth in ABE or NJ High School Diploma programs will advance two grade levels for every one hundred hours.
5. All youth must go through a life skills component.
6. All hires who serve youth must be "youth friendly" by reacting to youth in positive manner.
7. "Teen parents" will be expected to utilize community childcare resources (i.e. Even Start, EIRC.)
8. Entry and Exit plan(s) developed for each WIA youth participant.
9. The In-School Work Experience Initiative, which occurs in late spring, requires participants to be TABE Tested **prior to enrollment** and **upon completion** of the activity.

NOTE: The youth, upon completion of his/her Youth One Stop experience must have a GED and a job/or be pursuing higher education or enter the military. This is in compliance with federal law and will affect future funding.

The following is an extract from Board of Education Policy #5600-Pupil Discipline/Code of Conduct: The following is an extract from Board of Education Policy #5600- Pupil Discipline/Code of Conduct:

The Board of Education adopts this Pupil Discipline/Code of Conduct Policy to establish standards and procedures for positive pupil development and behavioral expectations on school grounds, including on a school bus or at school-sponsored functions, and as appropriate, for conduct away from school grounds.

Comprehensive behavioral supports that promote positive pupil development and the pupil's abilities to fulfill the behavioral expectations established by the Board will include: positive reinforcement for good conduct and academic success including the programs as outlined in Policy 5440; supportive interventions and referral services including those services outlined in Policy 2417; remediation of problem behaviors that take into account the nature of the behaviors, the developmental ages of the pupils and the pupil's histories of problem behaviors and performance; and for pupils with disabilities, the behavior interventions and supports shall be determined and provided pursuant to the requirements of N.J.A.C. 6A:14.

The Building Principal shall maintain a current list of community-based health and social service provider agencies available to support a pupil and the pupil's family, as appropriate, and a list of legal resources available to serve the community.

Pupil discipline and code of conduct in the district will be applied without regard to race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability or by any other distinguishing characteristic, pursuant to N.J.S.A. 10:5.

The entire Board Of Ed Policy #5600-Pupil Discipline/Code Of Conduct can be found at **Appendix #9**.

ARTICLE I – DEFINITIONS

- 1.1 **The Act/WIA:** The Workforce Investment Act, Public Law 105-220: 20 USC 9276(c) et seq., inclusive of all rules and regulations issued pursuant to the Act.
- 1.2 **Grantor/Department:** The County of Gloucester is authorized to act on behalf of the Workforce Area (WA) for activities under the Act.
- 1.3 **Workforce Investment Board (WIB):** As required under WIA and the Governor's Executive Order No. 36, local partnerships of private and public sector participants that will provide coordination of planning, policy guidelines and oversight for all workforce readiness programs in a designated area.
- 1.4 **Allowable Youth Activities:** The range of services that may be offered and provided to eligible participants as set forth in section 129 of the Act, or in accordance with State guidelines.
- 1.5 **Basic Skills Deficient:** With respect to an individual, means that the individual has English reading, writing or computing skills at or below the 8th grade level on a generally accepted standardized test, or a comparable score on a criterion-referenced test.
- 1.6 **Certification:** The process involved in determining the eligibility of youth for enrollment into program activities.
- 1.7 **Contract:** This written legal document between the County of Gloucester and the approved Contractor of WIA funds.
- 1.8 **Costs:** The financial measure of resources consumed in accomplishing stated objective, such as the provision of training. To be allowable, a cost must be necessary and reasonable for proper and efficient administration of a program, and except as noted in this Contract, costs may not be a general expense required to carry out the overall responsibilities of the Contractor.
- 1.9 **Disallowed Charges:** Disallowed charges are those charges to this Contract, which the County of Gloucester or its representatives determine to be unallowable in accordance with the conditions contained in the Contract.
- 1.10 **Enrollment:** Authorization by the Gloucester County Division of Workforce Development allowing an individual youth to commence activities in a WIA funded program. Such authorization is extended in writing after the County has determined that the youth is certified and eligible to receive said services. Enrollment shall be deemed to commence on the first day following determination of eligibility, on which the individual began receiving approved services.
- 1.11 **Grantor:** Refers to the County of Gloucester, as administrator, authorized to grant funds under the WIA.
- 1.12 **Local Education Agency:** An agency as defined in Section 195(10) of the Vocational Education Act of 1963.

- 1.13 **Offender:** A juvenile who is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- 1.14 **Out-of-School Youth:** An eligible youth who is a school drop out; or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- 1.15 **Participant:** An individual who has been certified as eligible for participation in employment or training related activities. A participant must have authorization from the Gloucester County Division of Workforce Development prior to his or her actual commencement in any activity. (See "Enrollment").
- 1.16 **Placement:** Defined as after receiving WIA services, a participant is placed into full or part-time unsubsidized employment at not less than the minimum wage.
- 1.17 **Program Income:** Income received by the Contractor directly generated by any activity supported in this Contract, including fees for services performed or conferences, income from the sale of commodities or items fabricated under this Contract, income from the use of rental or real estate or personal property acquired with Contract funds.
- 1.18 **Program exit:** The point in time wherein a participant does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited WIA for the purpose of performance measurements.
- 1.19 **Contractor:** The entity that receives and is responsible under the terms and conditions of this Contract, for all activities pertaining to those funds.
- 1.20 **Suspension:** The suspension of a contract is an action by the County of Gloucester, which temporarily suspends WIA assistance under the Contract.
- 1.21 **Termination:** The termination of a contract means the cancellation of WIA assistance, in whole or in part, under a Contract at any time prior to the date of completion.
- 1.22 **Training:** A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent supervision, which is designed to impart skills, knowledge, or abilities to prepare individuals for suitable employment.
- 1.23 **Training Allowance:** Remuneration made to participants for participation in approved classroom training activities.
- 1.24 **Unsubsidized Employment:** Full or part time employment not financed from funds provided under the Act, or other government based and funded projects.
- 1.25 **WA:** Workforce Area as required under the provision of the Act and approved by the Governor. The County of Gloucester is a designated WA and is the Grant Recipient and Administrator of WIA funds.

- 1.26 **Youth:** An individual that is not less than age 14 and not more than age 21; is a low income individual and meets one of the following criteria:
- Deficient in basic literacy skills
 - A school drop out
 - Homeless, a runaway or a foster child
 - An offender
 - An individual who required additional assistance to complete an educational program, or to secure and hold employment.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, hereinafter referred to as the Contractor, shall be responsible for the establishment of a youth one-stop career center at the Gloucester County Institute of Technology to serve “at risk” youth (a minimum of 50) in Gloucester County.
- 2.2 The duration of this agreement is from **July 1, 2012 through June 30, 2013**.
- 2.3 The Contractor shall assist in the recruitment and selection of Participants for this program. The County shall be responsible for certifying Participants under this agreement, unless otherwise agreed upon, and refer those Participants to the Contractor in accordance with all-applicable Federal, State and local laws.
- 2.4 No youth may commence any program activity without the express written consent of the County.
- 2.5 Youth applicants not meeting the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs that are made available in the local area, including referral for additional services available through the One-Stop System.
- 2.6 The Contractor shall be responsible in hiring “youth oriented” staff. Staff should include Math, Science, English, Computer teachers, and at least a part-time life-skills instructor.

ARTICLE 3 – CONSIDERATION OF PAYMENT

- 3.1 Any cost reimbursement provided under this Contract is contingent upon the County receiving its total WIA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and or rescissions that may be enacted into law.
- 3.2 This is a cost reimbursement contract for direct training and employment-related services, the total amount not to exceed **\$323,000.00** detailed in Attachment B, Approved Budget. The County will reimburse the Contractor for salaries and FICA of counselors, participants and others approved, training allowances for classroom training, transportation, supplies and/or any other expenditures approved on the detailed budget and affixed hereto as Attachment B.
- 3.3 Payment shall be made through use of a voucher system.

- 3.4.1 The Contractor shall submit a voucher to the county no later than the fifteenth (15th) business day of each month following the month in which costs have been incurred. All vouchers must be accompanied by supporting documentation to substantiate the reimbursement request, including the total number of youth enrolled, the total number of hours each youth actually worked and/or participated in classroom training activities utilizing time sheets or other documentation as supplied by the County, and time and attendance records to verify the total number of hours each teacher or counselor worked for the reporting period. Additional documentation shall include:
1. Proper backup documentation to verify purchases (equipment, furniture)
 - a. Indicate what the purchase is, where it is being used and by whom
 - b. Indicate reason for the purchase
 - c. Indicate if purchase is new or a replacement item
 2. Proper backup documentation to verify support services (clothes, food, leisure activities, achievement awards, and incentives.
 - a. Indicate which individuals were recipients of these supportive services.
 - b. Indicate where activities occurred and who participated.
- 3.5 The Contractor will assure that there is no pre-signing of any time sheets or any attendance records including those records maintained at approved work-sites.
- 3.6 Payment shall be made by the County the month following presentation and approval of voucher prepared by the Contractor, which shall reflect and certify the appropriate data identified in Article 3.3.
- 3.7 The Contractor recognizes that the County shall not be liable for any payment, which exceeds the amount, authorized for each category or item listed. The County will not be responsible for any payment, which violates the agreement restrictions.
- 3.8 All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of youth participation in program activities, or at program exit.

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

- 4.1 The Contractor will be bound to a Performance Accountability System which will include the core indicators for participants as stated below. **These standards are set by NJLWD and are subject to change for the upcoming program year (7/1/12 thru 6/30/13).**

PY 2012

Older Youth	Actual	* LWIA Plan	% LWIA Achieved
Placement in Employment/ Education		59%	
Attainment of Degree/Certificate		59%	
Literacy/Numeracy Gains		45%	

- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.

- 4.3 Additional performance indicators will consist of customer satisfaction of employers and participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measure by the WIB through surveys conducted after the conclusion of participation of youth in the approved activity (ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area requirements, subsequent to the execution of this agreement.
- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor, the Governor of the State of New Jersey or her designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive there under.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to youth participation. A form will be provided by the County for the purpose of the Contractor's submission of all reports, which will include date compiled as required under this Article.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit, or claim has not been finally resolved. The Contractor agrees to insure that Subrecipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.

- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of Federal OMB Circular A-133, “Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.” All such audits will be performed on an organization-wide basis. A copy of the Contractor’s most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.

- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

***ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS,
AGREEMENTS OR CHANGES***

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

***ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY &
AFFIRMATIVE ACTION***

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the contract.

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.

13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.

13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:

13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.

13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.

13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.

13.4.4 To provide adequate safeguards for cash and other assets.

13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

14.1 The County will furnish reproducible masters of all standard forms required by the County.

14.2 The County will manage all WIA agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.

14.3 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.

14.4 The County will provide technical assistance to the Contractor through the staff of the WIA.

ARTICLE 15 – HOLD HARMLESS

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend, and hold the County harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

- 16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 16.2.1, 16.2.2, below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

- 16.2 This contract grant may be terminated for cause or convenience.
 - 16.2.1 **Termination for cause** – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.
 - 16.2.2 **Termination for convenience** – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and

the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17-RIGHT IN DATA AND INTELLECTUAL PROPERTY

- 17.1.4 "Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.
- 17.1.5 "Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
- 17.1.6 "Restricted rights," as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.
- 17.1.7 "Technical data," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

- 17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:
- (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.
- 17.2.2 The Contractor shall have the right to:
- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
 - (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
 - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

- 17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.
- 17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.
- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.
- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contact not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 **Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 Conditions when the County may obtain title: The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 Minimum rights to Contractor and protection of the Contractor right to file: (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &
GENERAL PROVISIONS**

- 19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **July 1, 2012 through June 30, 2013**:
- 19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.
 - 19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.
 - 19.1.3 State of New Jersey, Department of Labor instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.
 - 19.1.4 This contract or approved modification.
 - 19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.
 - 19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.
 - 19.1.7 The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

- 20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

- 21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

- 23.1 Sec. 306- Clean Air Act (42 USC 1857(h))
- 23.2 Sec. 508- Clean Water Act (33 USC 1368)
- 23.3 Environmental Protection Regs. 40CFR Part 15
- 23.4 Energy Policy and Conservation Act 89 Stat.

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Season al Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations)
Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMINATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

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GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:

- a) The opportunity to question any witnesses or parties.
- b) The right to an impartial hearing officer.
- c) A verbatim or tape recording of the proceeding.
- d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

Applicant's Signature

Date

**COMPLAINT FORM FOR PARTICIPANTS
ENROLLED IN WIA-FUNDED PROGRAMS**

PARTICIPANT'S NAME: _____
Last First Middle

Address: _____
City State Zip

Telephone: _____ Social Security #: _____

Program of Study: _____

Instructor: _____

SUBMIT THIS GRIEVANCE TO YOUR INSTRUCTOR OR SUPERVISOR

A. Nature of Complaint: _____

B. Corrective Action Recommended by Grievant: _____

Grievant's Signature _____ Date: _____

Supervisor's Signature _____ Date: _____

FOR SERVICE PROVIDER/WIA STAFF USE ONLY

(Staff member completing stages of this form must initial each notation)

LEVEL ONE:

Further Action Required

- _____ 1. None-
Complaint resolved – Date: _____
_____ 2. Participant requests formal grievance
to proceed to Level 2.

LEVEL TWO:

Date Hearing Requested: _____

Date Hearing Scheduled: _____

Date Decision Issued: _____
(Attach copy of decision)

_____ No decision issued within 60
days.

_____ Participant requests appeal to
NJDOL

Financial Line Item Budget Summary

Budget Item	Other	Training	Training Related	Total
Personnel Cost				
Salaries & Wages				\$305,125.00
Fringe Benefits				\$4,814.00
Non-Personnel Costs				
General Cost				
Equipment-- Supplies				\$1,871.00
Marketing				\$1,200.00
Incentives for Students				\$4,250.00
GED testing				\$1,500.00
Bus passes				\$1,700.00
Other				\$2,540.00
In Kind Services				
Room Utilization, Furniture, Heat Light and Power, Custodian/Maintenance, Technology and Technical Support, Media Center, Other Administration Support Services, On-Campus Wellness Facility (fitness center), etc.				

Breakdown of personnel is attached (PDF)

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B5



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damminger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: June 14, 2012
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 12-035 for
Youth Development System for Younger Youth/Older Youth

The potential contract for the above mentioned service for the Gloucester County Department of Economic Development, Workforce Investment Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Peter Mercanti, Purchasing Director, Lisa Morina Director, Economic Development Department, Daniel Angelucci, Supervising Employment Specialist, Division of Employment & Training and Karen Dickel, Program Analyst. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

New Jersey Relay Service-711
Gloucester County Relay Service
(TTY/TTD) (856)848-6616

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendors knew they would be judged. These included technical criteria, management criteria, and cost criteria, with sub-categories in each. The methodology included a point computation and was established so as to not unfairly or illegally discriminate against or exclude otherwise capable vendors.

On May 11, 2012 the specifications were advertised and on June 1, 2012 the request for proposals were opened. The County received one (1) proposal.

After the review committee members scored the vendors, as based upon the specifications. These scores were then tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to **Gloucester County Institute of Technology** for this service.

SERVICE:

1. Gloucester County Institute of Technology: The consensus of the committee was that Gloucester County Institute of Technology had demonstrated relevant experience, understands the service needed, has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor had a good track record.

Score: 22

COORDINATION:

2. Gloucester County Institute of Technology: Consensus of the committee was that Gloucester County Institute of Technology has a working relationship with other county partners. They are award of services provided throughout the community and are able to connect customers to appropriate services.

Score: 20

CURRENT CLIENTS' SATISFACTION:

3. Gloucester County Institute of Technology: County personnel involved with this provider in past projects indicated that the majority of customers were satisfied with services received. Negative feedback was minimal however taken seriously and addressed and corrected.

Score: 15

GOALS, OBJECTIVES & METHODS:

4. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The vendor understood the services needed to accomplish the overall goals and expected required outcomes. The vendor demonstrated the activities to be delivered to the participants in order to achieve appropriate results.

Score: 15

BUDGET:

5. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The detailed budget appeared to delineate the proper allotment of funds in order to satisfy the requirements.

Score: 18

TOTAL: 90

BLO

RESOLUTION EXTENDING A CONTRACT WITH COOPER WILBERT VAULT CO., INC., FOR A PERIOD OF TWO (2) YEARS TO SUPPLY GRAVE OPENING SERVICES FOR THE GLOUCESTER COUNTY VETERANS MEMORIAL CEMETERY

WHEREAS, a contract for the supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Cemetery was previously awarded to Cooper Wilbert Vault Co., Inc., as per PD 010-019 with offices at 621 E. Atlantic Ave. Barrington, NJ 08007; and

WHEREAS, Peter Scirrotto Sr, Superintendent of the Department of Buildings and Grounds, has recommended a two (2) year extension to the existing contract: and

WHEREAS, the extension is necessitated by the need for labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Cemetery; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester authorizes the extension of the contract for a period of two (2) years to the contract with Cooper Wilbert Vault Co., Inc., for the supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Cemetery; and the County Purchasing Director is directed to so inform Cooper Wilbert Vault Co., Inc.; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B6

	PD 010-019	
	Bid Opening 5/26/2010 10:00am	
	Specifications for the Supplying and delivery of all labor and material for a backhoe operator for gravedigging services for the Veterans Memorial Cemetery, Williamstown NJ.	
		VENDOR:
		Cooper Wilbert Vault Co., Inc.
		621 E. Atlantic Ave.
		Barrington, NJ 08007
		Paul Cooper
		856 547-8405
		856 547-5454- fax
ITEM	DESCRIPTION	
	Grave digging service fees;	
	Monday thru Friday	
	A) Standard Casket	\$300.00
	B) In ground Cremains	\$150.00
	ADDITIONAL CHARGES	
	Saturday Charge	\$35.00
	after 12:00 PM	\$80.00
	Sunday or Holiday Charge;	\$100.00
	Charge for Greens	\$65.00
	Charge for Tent Service and chairs	\$65.00
	Charge for lowering device	Included with Greens
	Winter Charge to dig graves that have frost	No Charge
	Charge for placement of new markers	\$75.00
	Variations	None
	Bid Specifications Sent to	Prime Vendor
		Turfscapes
		Sub-Level Installations
	Construction Journal	Talley Cemetery Services
	Based upon the bids received, I recommend the bid be awarded to Cooper Vault Co., Inc.as the lowest responsive, responsible bidder.	
		Sincerely,
		Robert J. McErlane
		Assistant Purchasing Agent

RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 54.28, LOTS 2.10 & 3.01 IN WASHINGTON TOWNSHIP FROM PHILLIP C. WEBB AND LINDA TOKLEY FOR THE TOTAL AMOUNT OF \$25,700.00 FOR ENGINEERING PROJECT #06-01FA

WHEREAS, a part of certain lands and premises located at 325 Egg Harbor Road, Sewell, NJ 08080, being known as Block 54.28, Lots 2.10 & 3.01, on the Washington Township Tax Map (hereinafter the "Property"), owned by Phillip C. Webb and Linda Tokley, is needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

WHEREAS, the County Engineer has determined that a Road Easement in, over and across a portion of the Property is needed in order to undertake the Project; and

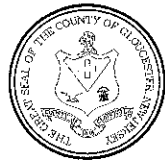
WHEREAS, the County has determined that a fair price to pay for the said Road Easement is \$25,700.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Property in the amount of \$25,700.00, pursuant to C.A.F. #12-04467, which amount shall be charged against County budget line item C-04-09-013-165-13204.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the Property, which is owned by Phillip C. Webb and Linda Tokley, as needed for the Project; and to pay therefore the total amount of TWENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$25,700.00).

BE IT FURTHER RESOLVED, that the Freeholder Director, the Clerk of the Board, and County Counsel, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

B7
PREPARED BY:

August E. Kneestaut, Esquire

Block 54.28, Lots 2.10 & 3.01 Washington
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Phillip C. Webb and Linda Tokley

Whose post office address is P.O. Box 63, BLACKWOOD, NJ 08012, hereinafter called "Grantor", is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of TWENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS and ZERO CENTS (\$25,700.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-5, including specifically all the land and premises located at about Station 195+00 (Egg Harbor Road (C.R. 630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R. 630)", Block 54.28, Lot 3.01 (RE-5), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point in the northwesterly line of Lot 2.10, Block 54.28, said point also being 24.75 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 194+65.65 and running thence;

1. S 32° 6' 52" E (calculated), 118.96 feet (calculated), to the point of intersection of said existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630) and the division line of Lot 3.01 Block 54.28 and Lot 56, Block 54.04 said point being 24.75 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 195+84.61, thence;

2. S 76° 47' 49" W (calculated), 10.83' feet (calculated), to a point, in the proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), and the division line of Lot 3.01 Block 54.28 and Lot 56 of Block 54.04, said point being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 195+81.10, thence;

3. N 32° 6' 52" W (calculated), 116.96 feet (calculated), to a point of intersection of the northwesterly line of Lot 3.01, Block 54.28 and said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 194+64.14, thence;

4. N 66° 13' 52"E (calculated), 10.36 feet (calculated), to the point and place of beginning.

CONTAINING: 1,209 square feet more or less.

Being part of Lots 2.10 and 3.01 in Block 54.28 on the current tax map of the Township of Washington.

SUBJECT, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

ALSO BEING part of the same lands and premises vested in Phillip C. Webb & Linda Tokley by deed from William Hargrove, Sr., dated 02/28/97 and recorded 03/06/97 in Book 2742 of Deeds, pages 114 & c. in the Office of the Gloucester County Clerk.

In Witness Whereof

, the Grantor hereunto set his/her hand and seal on this 15th day of May, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness:

Phillip C Webb

BY:

, grantor

BY:

, grantor

STATE OF NEW JERSEY

:SS

COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this _____ day of _____, 2012, personally came before me, the Grantor, _____ and I am satisfied that he/she/they is/are the person(s) who signed the within instrument, that he/she/they acknowledged that he/she/they signed, sealed and delivered the same as the voluntary act and deed of the corporation.

Notary

ROAD EASEMENT

Dated: _____, 2012

Phillip C. Webb and Linda Tokley

To

County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
1 N. Broad Street
Woodbury, NJ 08096

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

B7

Certificate of Availability of Funds

TREASURER'S NO. 12-04467 DATE May 21, 2012

C-04-09-013-165-13204 (\$25,700.00)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$25,700.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

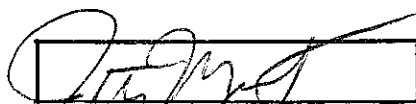
Property Purchase, Acquisition of Property (R.O.W.), in association with the Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA from Phillip C. Webb and Linda Tokley, Block 54.28, Lots 2.10 & 3.01.

VENDOR: Phillip C. Webb and Linda Tokley

ADDRESS: P.O. Box 63
Blackwood, NJ 08012


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED


PURCHASING AGENT

☐ RETURNED TO DEPARTMENT
☐ NOT APPROVED

DATE PROCESSED 6-12-12

Meeting Date: June 20, 2012

B7

Appraisal of Real Property

Partial Taking
Single Family Residence
Parcel RE5
Owner: Philip C Webb & Linda Tokley
Block 54.28, Lots 2.10 & 3.01
325 Egg Harbor Road
Washington Township, Gloucester County, New Jersey
E & A Associates File #: 212005

Effective Date of Valuation

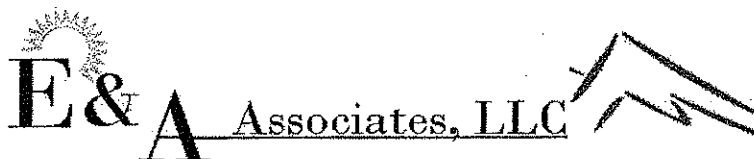
April 16, 2012

Prepared For

Mr. Vincent M. Voltaggio, P.E., County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Prepared By

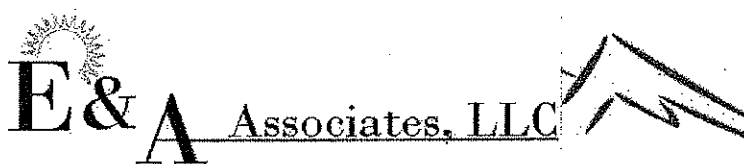
Albert R. Crosby, CTA
NJ Certified General #42RG00222000



Real Estate Appraisal & Consulting

109 Appaloosa Way
Sewell, NJ 08080
Tel: (609) 922-4815 Fax: (856) 582-4711

Albert R. Crosby, CTA, NJ SCGRE[®]



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815

Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

April 19, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of Real Property
Single-Family Residence
Owner: Philip C Webb & Linda Tokley
Block 54.28, Lots 2.10 & 3.01
325 Egg Harbor Road
Washington Township, Gloucester County, NJ
E & A Associates File No. 212005

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of April 16, 2012. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 325 Egg Harbor Road, which is situated on the southwest corner of Sonesta Court and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a non-signal controlled corner location just south of the signal-controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 54.28, Lots 2.10 & 3.01. It offers 0.59 acres of land area (25,603 SF) and is improved with a single story single-family dwelling. The residence was constructed in 1955 and comprises 1,624 SF of gross living area with 3 bedrooms, a full bathroom, and a half bath. The taking involves a right-of-way road easement that comprises a total land area of 1,209 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of April 16, 2012, to be:

TWENTY FIVE THOUSAND TWO HUNDRED DOLLARS
(\$25,200)

Respectfully Submitted,
E & A Associates, LLC



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

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Section 1: Summary of Salient Facts & Conclusions

Property type: Single Family Residence

Property address: 325 Egg Harbor Road
Washington Township
Gloucester County, NJ

Assessor's Parcel Number: Block 54.28, Lots 2.10 & 3.01

Appraisal Report Format: Self Contained

Date of appraisal report: April 19, 2012

Date of value: April 16, 2012

Date of site inspection: April 16, 2012

Real estate interest appraised: Fee Simple

Intended Use of the appraisal: To serve as a valuation guide for acquisition negotiations.

Land area:

Before The Taking:	25,603 SF	(0.59 Acres)
Roadway Easement:	1,209 SF	(0.03 Acres)
After the Taking:	24,394 SF	(0.56 Acres)

Building Improvements: 1,624 SF Gross Living Area (GLA)

Zoning designation: R, Rural Residential

Highest and Best Use:

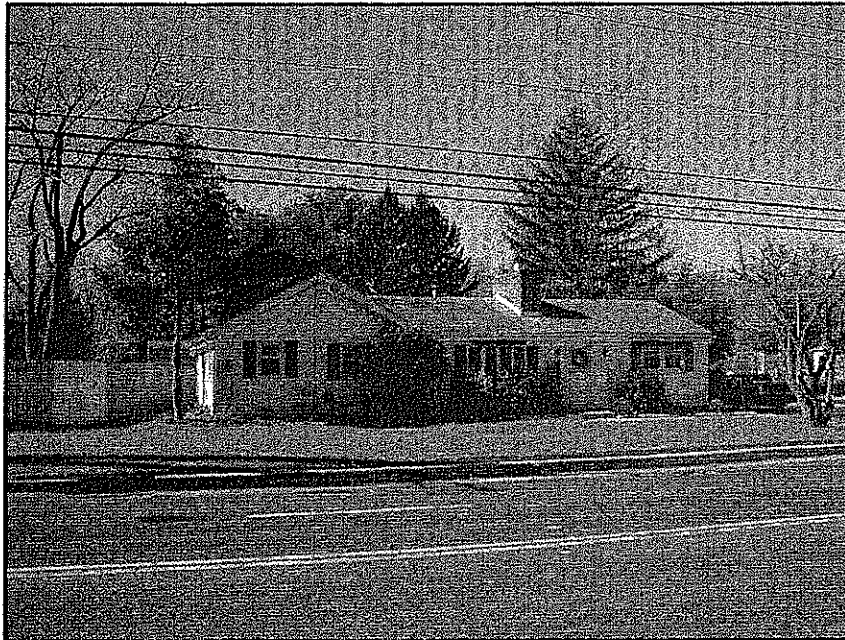
As if Vacant Use in conformance with zoning.
As Improved Continued use as improved.

Value indications:

Reconciliation & Value Conclusion			
	Before	After	Value of Taking
Sales Comparison Approach	\$195,000	\$169,800	
Income Capitalization Approach	N/A	N/A	
Cost Approach	N/A	N/A	
Reconciled Value	\$195,000	\$169,800	\$25,200

Value Of The Part Taken and Damages To The Remainder: \$25,200

Photographs of the Subject Property



View of Subject's Residence (Taken by ARC on 4/16/2012)



Southerly View of Taking Area (Taken by ARC on 4/16/2012)

**Additional photographs are exhibited within the Addenda of this Report*

Assumptions & Limiting Conditions

The appraisal report is subject to the following assumptions and limiting conditions set forth as follows.

1. To the best of my knowledge, the statements of facts contained in the appraisal report, upon which the analysis, opinions and conclusions expressed are based, are true and correct. Information, estimates and opinions furnished to us and contained in the report or utilized in the formation of the value conclusion was obtained from sources considered reliable and believed to be true and correct. However, no representation, liability or warranty for the accuracy of such items is assumed by or imposed on us, and is subject to corrections, errors, omissions and withdrawal without notice.
2. Title is assumed to be good and marketable. The appraiser assumes no responsibility for legal matters affecting the property or title, nor does the appraiser render any opinion as to the title.
3. The legal description, areas, and dimensions shown within the report are assumed to be correct.
4. No survey of the property has been made by the appraiser. Exhibits such as site plans and floor plans are included to assist the reader in visualizing the property, and the appraiser assumes no responsibility.
5. It is assumed that there are no hidden or adverse conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering/remediation that may be required to remove such condition. If the client has a concern over the existence of such conditions in the property, I consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of the hazardous material.
6. The property has been appraised as though free of liens and encumbrances unless so specified within the report.
7. Management and ownership are assumed to be competent.
8. Public, industry and statistical information are from sources that I deem to be reliable. However, no representation as to the accuracy or completeness of such information is being made.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
10. It is assumed that any mechanical and electrical equipment, which is considered part of the real estate, is in proper operating condition except when noted herein. These include items such as the heating, air conditioning, plumbing, sprinkler, and electrical systems.
11. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
12. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or federal governmental or private entity have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. The appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Furthermore, this report and all conclusions are for the exclusive use of the client for the sole and specific purpose(s) stated herein.
14. I am not required to give testimony or be in attendance at any court or administrative proceeding with reference to the property appraised, unless arrangements have been previously made.
15. The value conclusion is subject to formal determination of the existence of any state or federal wetlands or other environmentally sensitive areas including all required buffer zones. I am not an expert in this

field and it is considered imperative that the services of a qualified environmental expert be retained in order to make such determinations. Any environmentally sensitive area detected on the property could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such areas are found to be present on the property.

16. No change of any item of the appraisal report shall be made by anyone other than me, and I shall have no responsibility for any such unauthorized change.
17. Information and estimates provided to me and contained in the report, including but not limited to Income & Expense Statements, Rent Rolls, capital expenditures, and repair/remediation estimates, were from sources considered reliable and are believed to be true and accurate.
18. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act (ADA), which became effective on January 26, 1992. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the Act could reveal that the property is not in compliance with one or more of the Act's requirements. I consider it imperative that the services of a qualified architect and/or engineer be retained to make such a determination. If any items of non-compliance are detected, they could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such items of non-compliance are found to be present on the property.

Hypothetical Conditions/Extraordinary Assumptions

A Hypothetical Condition is defined as, *"that which is contrary to what exists but is supposed for the purpose of analysis"*¹

An Extraordinary Assumption is defined as, *"an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions."*²

The appraised market value is based upon the following Conditions/Assumptions:

1. *It is an Extraordinary Assumption of the report that the Property Parcel Map prepared by McCormick & Taylor is an accurate reflection of the subject property, including any wetlands area and the taking area. If it is found to be otherwise, the appraiser reserves the right to modify the value conclusions herein.*

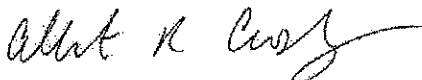
¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

² *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

Appraiser's Certification

I certify to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- ◆ My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- ◆ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPA-P)*
- ◆ The use of this report is subject to the requirements of the Appraisal Institute, with which I am affiliated, relating to review by its duly authorized representatives.
- ◆ I have made a personal inspection of the appraised property, which is the subject of this report and all comparable sales used in developing the opinion of value. The date of inspection was April 16, 2012.
- ◆ I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice (USPAP)*. In addition, the report is in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, with which I am affiliated.
- ◆ As of the date of this report, Albert Crosby has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.
- ◆ No one provided significant professional assistance to the appraiser.
- ◆ The appraiser has not performed a prior appraisal of the subject property.



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

April 19, 2012
DATE OF REPORT

Section 2: General Information

Purpose of the Appraisal

The purpose of the appraisal was to provide a market value estimate of the **Fee simple interest** of the subject property for a partial taking.

Intended Use & User of Appraisal

The intended use of the appraisal is to report to the client the market value to assist as a valuation guide for acquisition negotiations. The intended user is the County of Gloucester and their legal representation.

Property Rights Appraised

The property ownership rights appraised in this appraisal are those known as "Fee Simple:"

*"Fee Simple" interest is defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*³

Definition of Market Value

As used within this report, **Market Value** is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- ◆ Buyer and Seller are typically motivated;
- ◆ Both parties are well informed or well advised, and acting in what they consider their own best interests;
- ◆ A reasonable time is allowed for exposure in the open market;
- ◆ Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- ◆ The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

³ The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

⁴ Appraisal Institute, *The Appraisal Of Real Estate*, 12th Edition. Chicago, IL: Appraisal Institute, 2001, p. 23.

Scope of the Appraisal

This is an appraisal, reported in a "Self Contained format," which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation. The Scope of the Appraisal is summarized as follows:

- ◆ An inspection of the subject property, its market area, and all comparable properties.
- ◆ Data has been collected regarding the physical characteristics of the subject property, neighborhood trends and influences, market trends and influences, typical amenities and utilities, zoning and related controls, existing state of leasing and occupancy in the subject property, and the subject's tax assessment and real estate tax obligation as compared to other similar properties within the market area.
- ◆ All of these factors have been considered in developing the subject property's highest and best use.
- ◆ The following documents were reviewed:
 - Copy of Deed
 - Tax Records and Assessment information
 - Zoning Map and Ordinance
 - Aerial Photograph
 - GIS Maps showing aerial and wetlands area as provided on the Gloucester County GIS web based program
 - General Property Parcel Map prepared by McCormick & Taylor dated July 2011
- ◆ Each of the three approaches to value has been considered in arriving at a value conclusion for the subject property.
- ◆ All comparable data has been verified through a variety of sources including recorded information at the local and county levels and through conversations with at least one of the parties involved in the transaction.
- ◆ All research and analyzed information has been utilized in order to come to a final value conclusion for the subject property.
- ◆ A **Self Contained Appraisal Report** has been prepared. The appraisal report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

General Property Identification and Description

The subject property is identified on the Washington Township Tax Assessment Roll as Block 54.28, Lots 2.10 & 3.01. It is situated on the southwest corner of Sonesta Court and Egg Harbor Road (County Route 630) and is commonly known as 325 Egg Harbor Road, Washington Township, Gloucester County. The site contains 25,603 SF (0.59 acres) of land area that is mostly level and cleared with no known wetlands. It is improved with a 1,624 SF single-family dwelling offering three bedrooms and 1 ½ baths.

Effective Date of Valuation & Property Inspection

A letter was sent via certified mail to inform the property owner that our firm had been engaged by the County to appraise the fair market value of the proposed taking, which is exhibited within the addenda. The letter was returned as not accepted by the owners. Another letter was sent via regular mail and a business card was left at the subject property. Linda Webb contacted the appraiser on April 16, 2012. The primary inspection of the subject property was conducted on April 16, 2012, which will represent the effective date of valuation. The date of the report is April 19, 2012. The appraiser met with Philip C Webb & Linda Tokley for the onsite inspection, which included an interior and exterior inspection.

History & Ownership of the Property

Current ownership is in the name of Philip C Webb & Linda Tokley. The property was acquired on February 28, 1997 for a recorded consideration of \$89,000 as recorded in the Gloucester County Clerk's Office of Registrar Deed Book/Page, 2742/114. The property is not currently listed for sale and no other arms length transactions have occurred within the last five years.

Real Estate Tax Assessment

Block 54.28, Lot 3.01	
Land	\$35,000
Building	\$52,400
Total	\$87,400
Tax Rate (2011)	\$5.120
Equalization Ratio (2012)	52.87%
Estimated Taxes	\$4,474.88
Equalized Assessed Value	\$165,311

Section 3: Presentation of Data Collected

Regional Data

The subject is located in Washington Township, within Gloucester County, New Jersey. Gloucester County is part of the nine county Delaware Valley River Port Commission region (DVRPC). The DVRPC comprises the New Jersey counties of Burlington, Camden, Gloucester & Mercer, and the Pennsylvania counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia.

The county is located in the southwesterly portion of the state with Camden and Burlington Counties to the north, Atlantic County to the east, the Delaware River to the west, and Cumberland and Salem Counties to the south. Vast areas in the southern portion remain undeveloped.

The county encompasses a total of 324.78 square miles of land area along with 12.13 square miles representing water area. The county enjoys a strong network of state and county highways along with some public transportation. These factors have contributed to the extensive growth of the county and with its strategic location, continued expansion is anticipated.

Washington Township is situated in the northeasterly portion of the county offering 21.38 square miles of land area including 0.12 square mile of water. It offers a strategic location, in proximity to State Routes 47, 168 and 42, Interstate Route 55, US Route 322, and the Atlantic City Expressway. It is bound by Deptford Township to the north, Gloucester Township to the east, Monroe Township to the south, and on the west, the Boroughs of Pitman and Glassboro, and Mantua Township.

The major rivers and lakes include Bells Lake, Kandle Lake, Bethel Lake, Lake Sterling, Kressler Lake and Big Timber Creek, which forms the boundary between Camden and Gloucester Counties. Washington Township is located in the Delaware River Basin. Surface waters eventually drain in that direction.

Population Data

The following population trends were occurring in the state, county, and municipality as of the valuation date:

Population Trends					
	1990	2000	2010	Forecast 2015	Change 2000-2010
State	7,719,900	8,414,350	8,822,373	8,926,303	+0.95%/Yr
County	230,082	255,698	294,832	312,981	+1.53%/Yr
Municipality	41,960	47,114	51,940	54,136	+1.02%/Yr.

Source: U.S. Census Bureau's 2010 Census

As shown, the population within each has shown annual increases during the current decade, and growth is expected to continue. The county is expected to show steady growth during the present decade and should continue to outpace the growth for the State of New Jersey.

The population within the county and municipality was distributed as follows:

Population Distribution					
	%	%	%	Median	Persons/ Household
	19 Yrs & Under	65 Yrs & Over	Male	Age	
County	28.7%	10.9%	48.4%	38.3	2.73
Municipality	27.3%	11.1%	48.3%	38.6	2.96

Source: U.S. Census Bureau's 2010 Census

As shown in the table above, the municipality and county are relatively similar in population characteristics.

Land Usage & Development Trends

Residential development for the state, county, and municipality is shown as follows:

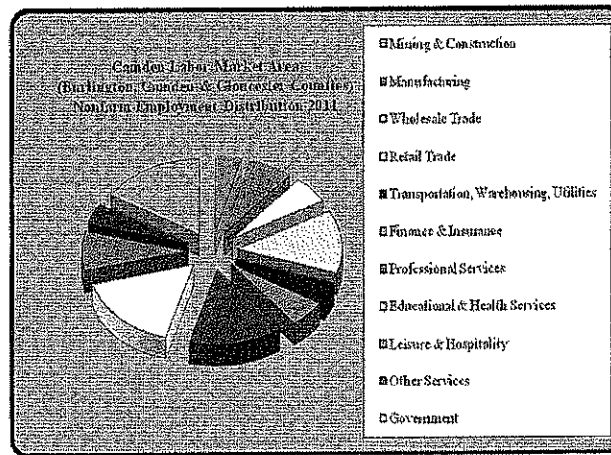
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	450
2001	28,267	1,635	365
2002	30,045	1,802	343
2003	32,984	1,859	119
2004	36,033	2,050	67
2005	38,481	2,075	65
2006	34,323	1,141	4
2007	25,389	888	18
2008	18,369	788	7
2009	12,235	865	2
2010	13,535	716	10
2011	10,439	433	11

Source: New Jersey Department of Labor, NJ Building Permits.

As shown in the above chart, the state's building permits have remained relatively steady throughout the prior decade; however, beginning in 2007 there has been a steady decline in both the state and county, while the township has shown very limited development since 2006 other than a brief spike in 2007. The municipality experienced tremendous growth from the late 1990's until 2002/2003, when permits took a drastic drop. There is limited available land for residential development within the township. Additionally, there has been a slowing of the market, which is impacting development.

Employment

The entire region's economy is largely dependent upon the Philadelphia and is part of the Philadelphia metropolitan area. The region offers many diversified employment opportunities for residents in manufacturing, services, high-tech, and other areas. Non-farm employment by major industry group within the county is distributed as follows:



As shown in the pie chart, the strongest sector remains the Government followed by Educational and Health Services and Professional Services, although the Government experienced an almost 7% decline over 2010 statistics. Finance and Insurance experienced the largest increase with an almost 25% increase.

Gloucester County has a higher concentration of employment in the wholesale/retail trade and distribution sectors, in relation to the entire state. During the past decade, the county experienced a moderate increase in light industrial and wholesale trade development. Most of this development has occurred along the Interstate 295 corridor.

Major development completed or proposed within the county and surrounding area includes the following:

- ✧ A 200,000 SF **Wal-Mart Supercenter**, 16,000 SF of retail space, and 4,400 SF bank along the Black Horse Pike in Monroe Township is presently under construction.
- ✧ **Chik Fil A restaurant** in Washington Township is scheduled to be open in the spring of 2012 on the Black Horse Pike just south of Greentree Road.
- ✧ **Aldi Food Market** recently opened on the Black Horse Pike in Washington Township at the former Lone Star Restaurant site.
- ✧ In September 2011, the **Hospital of the University of Pennsylvania** opened an outpatient center in Woodbury Heights (Gloucester County). The center will be called Penn Medicine at Woodbury Heights and will host physicians practicing in a variety of specialties including primary care, **cardiology, obstetrics and gynecology**. It will also include a sleep medicine laboratory and a physical therapy center. The facility is expected to employ about 100.
- ✧ **Kennedy Health System** built a 60-bed sub-acute wing at its nursing home in Washington Township (Gloucester County). The addition provides rehabilitation services for patients who need short-term care after surgery.
- ✧ In September 2009, groundbreaking for a new seaport on a 190-acre site along the Delaware River in Paulsboro (Gloucester County) was held. The **Paulsboro Marine**

Terminal will be owned and operated by the **South Jersey Port Corporation**, a state agency. When operational, the marine terminal is expected to result in up to 2,000 new jobs.

Utilities Data

Most public utilities are available to the more densely populated portions of the county. Public water and sewer are typically municipally owned but are now becoming increasingly reliable on the water services of the New Jersey American Water Company due to the depletion of underground aquifers. South Jersey Gas Company and PSE&G provide public gas service. Electricity is provided by PSE&G, JCP&L and Conectiv, and telephone service is provided by Verizon.

Neighborhood Analysis

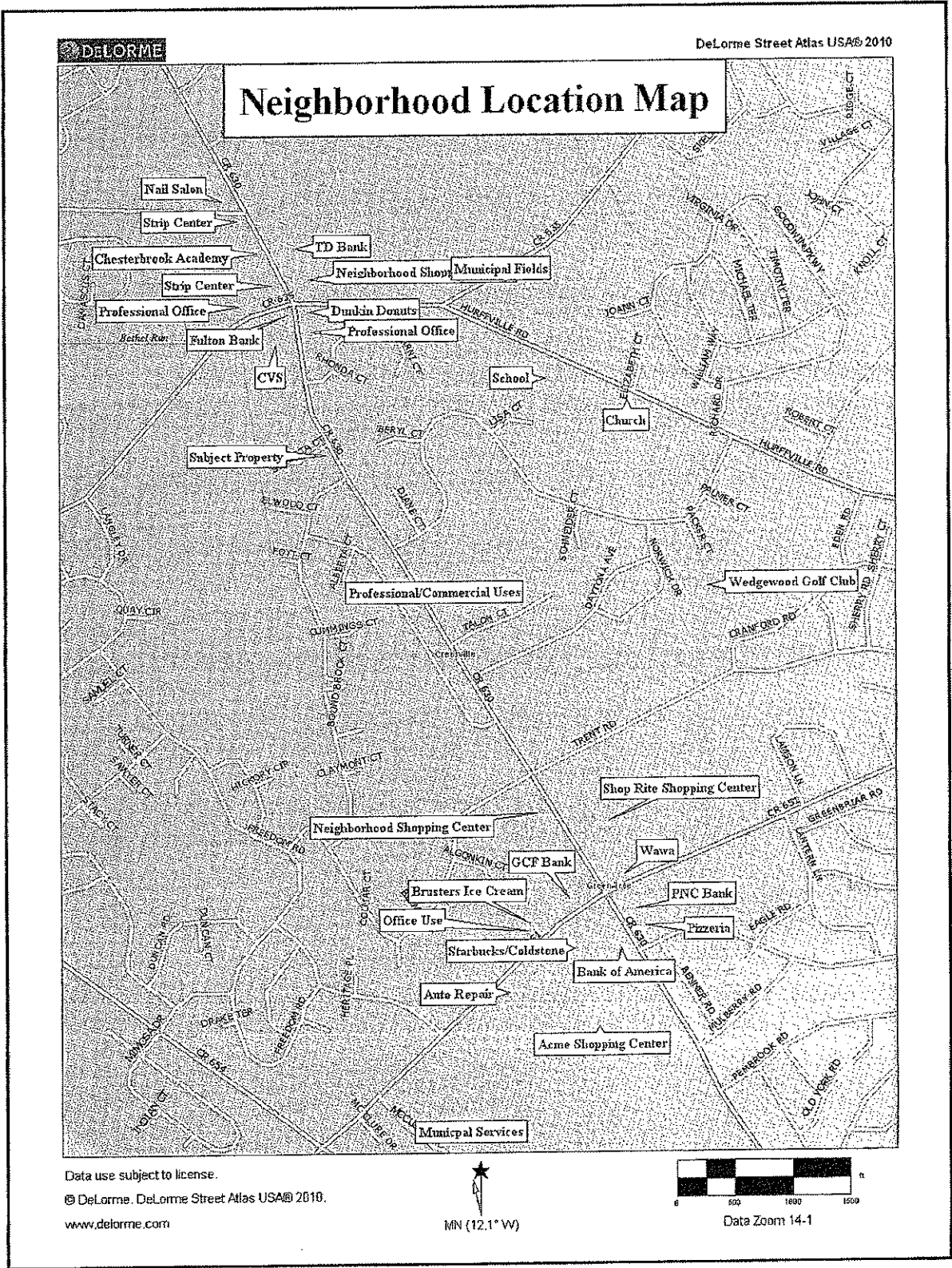
The subject is located in the northerly portion of Washington Township offering frontage along County Route 630 (Egg Harbor Road) and Sonesta Court, a local roadway. It is known as 325 Egg Harbor Road and is located at the non-signal controlled intersection of Sonesta Court and Egg Harbor Road just south of the signal controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road.

The immediate area offers a mix of uses including residential and commercial. Commercial uses are scattered throughout the township on the major roadways as well as the county routes throughout. Most of the major commercial uses are located along State Route 168 and along State Route 47 in nearby Glassboro. At the intersection of Egg Harbor Road and Hurffville-Grenloch Road there are a variety of commercial uses including a community shopping center, multiple strip centers, free standing banks, a drug store, and a professional office building. Specific uses include a CVS, Fulton Bank, TD Bank, Dunkin Donuts, Chesterbrook Academy, liquor store, hair salon, pizza restaurants, and other retailers.

Egg Harbor Road (C.R. 630) is a heavily traveled county roadway that offers two lanes of bi-directional traffic flow that increases to four lanes north of the subject. It provides access to State Routes 47 and 55 as well as other local and county roadways. Curbing is located along the frontage as well as street lighting, but there is no sidewalk along the subject's frontage.

Sonesta Court is a cul-de-sac offering a limited number of residences. It offers two lanes of bi-directional traffic flow extending from Egg Harbor Road (County Route 630). It offers curbing along the subject's frontage as well as street lighting.

In summary, the subject offers an average to good location along a county route in an area that is predominantly residential with good supporting commercial uses nearby and also along the major routes through the township and surrounding municipalities. It offers adequate access to county and local roadways as well as State Routes 42, 47 and 55.



Market Analysis

The market analysis must specifically relate market conditions to the property under investigation. It must show how the interaction of supply and demand affects the value of the subject property. The appraiser has reviewed demographic and historical sales information from 2006 through 2011 for this analysis. The following is a brief recapitulation.

Single-Family Residential - Demand Analysis

For the single-family residential demand analysis, demographic data was analyzed for the state, county, and municipality. The 2010 Census and a web-based program, STDB (Site to do Business) online, were utilized for the demographic data. Due to the anticipated increase of population within the township, the need for housing units within the township is anticipated to increase approximately 1% per year, while an increase from 2000 to 2010 was approximately 1.20% per year. Based upon the population estimates, it is anticipated that 830 additional units will be needed by year 2015. Given the present pace of the economy and the township's new housing permits over the last couple years, it appears that the township will not be able to fill the anticipated increase with new housing units.

Supply Analysis

Based upon the 2010 Census, there are currently 17,464 housing units within Washington Township. The single-family residential market had been experiencing high demand, which was exacerbated by rapid appreciation, a lack of supply of newer housing, and low interest rates. More recently the demand has shown a cooling off as the financial markets are tumbling and supply of housing increases. Based upon the available building permit data for Washington Township between 2000 and 2007, the number of single-family building permits had ranged from 4 units to 296 units, with the last couple years showing a sharp decline (it is noted that the permit data does not appear to be accurately reported). This is mainly attributable to the lack of available larger tracts of land to be developed.

There have been a couple of small housing projects that have been or are being developed. One is located off of Johnson Road in the eastern portion of the Township and another is off of Hurffville-Grenloch Road in the western portion of town. Each generally offers a single court of a handful of homes that were approved several years ago and have recently been built out.

Most developers have expanded their search for vacant land into the neighboring communities of Monroe Township, Franklin Township, East Greenwich, and Harrison Township for the larger tracts. Within Washington Township, some smaller tracts of land are yielding smaller scale residential development, but large-scale development has moved into other areas of Gloucester County.

To exhibit current market conditions, an analysis of Gloucester County and Washington Township MLS data was completed. Homes within a sales price range of \$150,000 to \$800,000 were researched to determine what changes in the market have occurred in the past five years.

The following chart exhibits the MLS analysis from the past five years for existing homes. As shown, the number of units listed has declined significantly since 2006 for both the County and Township, while days on the market have increased. Pricing in each has declined, with the

Township appearing to be more susceptible to the decline. The average sales prices for homes in the \$150,000 to \$800,000 range have decreased approximately 10% since 2006 and 2007 within the Township, while the County has experienced an approximately 6% decline over the same period. More recent data demonstrates that the Township has continued to decline from 2009 and 2010 by approximately 4% to 5%, while the County has remainder relatively stable over the same period.

Gloucester County Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	6,342	N/A	\$ 287,973	N/A	3,170	N/A	\$ 259,180	N/A	90%	63	N/A
1/2007-12/2007	6,442	1.58%	\$ 289,755	0.62%	2,814	-11.23%	\$ 260,613	0.55%	90%	77	22.22%
1/2008-12/2008	5,606	-12.98%	\$ 280,032	-3.36%	2,101	-25.34%	\$ 253,703	-2.65%	91%	95	23.38%
1/2009-12/2009	4,570	-18.48%	\$ 267,330	-4.54%	1,859	-11.52%	\$ 244,639	-3.57%	92%	105	10.53%
1/2010-12/2010	4,265	-6.67%	\$ 258,676	-3.24%	1,560	-16.08%	\$ 244,524	-0.05%	95%	104	-0.95%
1/2011-12/2011	3,547	-16.83%	\$ 254,172	-1.74%	1,454	-6.79%	\$ 244,207	-0.13%	96%	126	21.15%
Washington Township Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	1,223	N/A	\$ 295,046	N/A	490	N/A	\$ 269,889	N/A	91%	60	N/A
1/2007-12/2007	1,070	-12.51%	\$ 292,458	-0.88%	545	11.22%	\$ 269,256	-0.23%	92%	74	23.33%
1/2008-12/2008	917	-14.30%	\$ 279,333	-4.49%	361	-33.76%	\$ 250,240	-7.06%	90%	86	16.22%
1/2009-12/2009	792	-13.63%	\$ 282,351	1.08%	344	-4.71%	\$ 254,184	1.58%	90%	98	13.95%
1/2010-12/2010	724	-8.59%	\$ 265,593	-5.94%	243	-29.36%	\$ 256,460	0.90%	97%	100	2.04%
1/2011-12/2011	575	-20.58%	\$ 256,555	-3.40%	247	1.65%	\$ 243,914	-4.89%	95%	119	19.00%
* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$800,000											
Average Home Sale Price Analysis											
		Overall Change		List Price		Sale Price					
				County	Township	County	Township				
% Change from 2006 to present				-11.74%	-13.05%	-5.78%	-9.62%				
% Change from 2007 to present				-12.28%	-12.28%	-6.30%	-9.41%				
% Change from 2008 to present				-9.23%	-8.15%	-3.74%	-2.53%				
% Change from 2009 to present				-4.92%	-9.14%	-0.18%	-4.04%				
% Change from 2010 to present				-1.74%	-3.40%	-0.13%	-4.89%				

In conclusion, the market analysis indicates that demand for building lots and/or single-family residences continue and there are projected increases in population over the next couple of years with limited additional supply coming on line within the township. Stability in sales prices is anticipated as Washington Township is a strong and desirable community within the county.

Land Use Controls (Zoning)

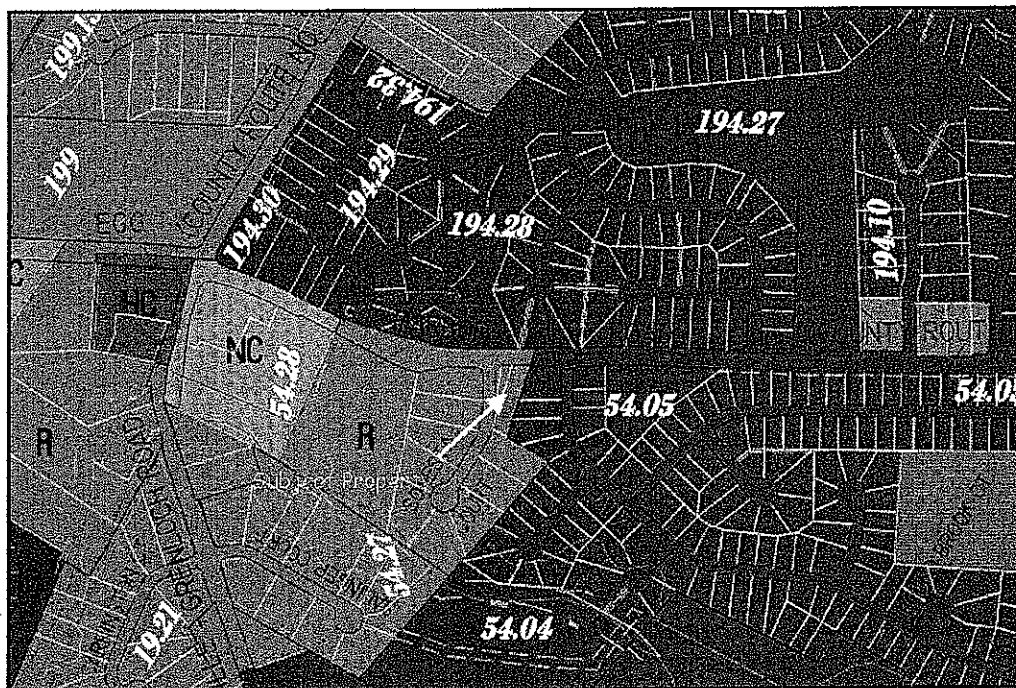
The subject property currently lies within the R, Rural District of Washington Township. Permitted uses within the district include single-family dwellings, agricultural uses, and all uses permitted in the A Residence district, which include municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizens housing, and flag-shaped lots. Conditional uses include farm markets, riding academies, nursery schools, day-care centers, kennels, and conditional uses within the A District, which include, agricultural, church, and professional office (along certain highly traveled roadways). Egg Harbor Road, as a highly traveled roadway, is one of the roads listed within the ordinance for a professional office use.

The following chart provides a summary of the zoning requirements based on the municipality's schedule of yard, area and building requirements:

R. Rural Residential Zoning Requirements	
Minimum Lot Size	31,000 SF
Maximum Density	1 unit/2 acres
Minimum Lot Width	100'
Minimum Lot Depth	200'
Maximum Lot Coverage	15%
Minimum Front Yard	50'
Minimum Side Yard	15'
Minimum Rear Yard	35'
Maximum Building Height	35'

The subject's current use as improved is a permitted and non-conforming use. The site does not meet the minimum lot size requirement, side yard or the front yard setback requirements. It could be converted into professional office use or redeveloped with many of the permitted or conditional uses. The reader is urged to seek legal and engineering counsel regarding any opinion as to the legal status of the site.

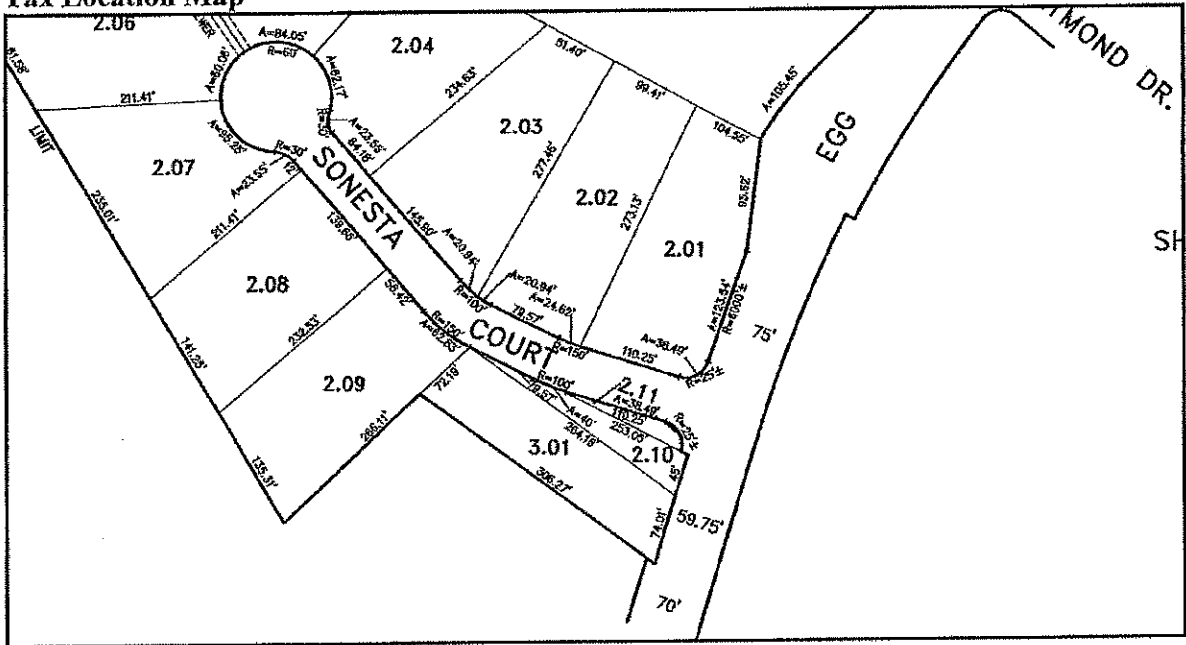
Portion of Existing Zoning Map



Site Description

Assessor's Tax ID:	Block 54.28, Lots 2.10 & 3.01
Address:	325 Egg Harbor Road Washington Township Gloucester County, NJ
Land Area:	0.59 acres (25,603 SF)
Frontage:	118.83' Egg Harbor Road (County Route 630) 253.11' Sonesta Court 371.94' (630' per acre)
Depth:	Ranges from 306' from Egg Harbor Road to 119' from Sonesta Court
Shape of Tract:	Moderately irregular
Topography:	Mostly level and cleared.
Access:	Access is available via two curb cuts; one along Egg Harbor Road and one along Sonesta Court providing ingress and egress.
Corner Influence:	Yes, non-signal controlled
Easements:	None noted
Encroachments:	None noted from site visit
Site Lighting:	None
Walks and Landscaping:	There are no sidewalks along either Sonesta Court or Egg Harbor Road. Landscaping is typical for a residential use.
Utilities to Site:	Sewer Public sewer Water Public water Electric: Public Telephone: Provided by Verizon
Wetlands:	As per the wetland delineation provided by the Gloucester County GIS web based program and the parcel map, the subject is not encumbered by any wetlands.
Flood Zone:	According to FEMA Flood Map 34015C0114E with an effective date of January 20, 2010, the subject is located outside an area of annual flooding.
Site Improvements:	Asphalt paved driveway, concrete patio, and water well, which is only used as a secondary water source (ie car washing).

Tax Location Map



Aerial Map of Subject



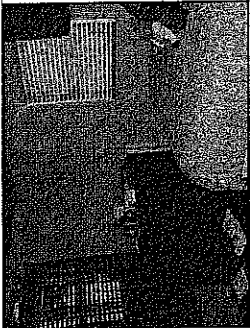
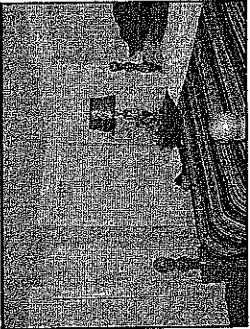

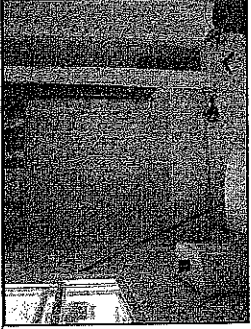
Improvements Description

The subject is comprised of a 1,624 SF, single story, single-family dwelling situated over a crawl space. The improvements were constructed in 1955 and were considered to be in above average overall condition.

The information on the building is based upon physical inspection of the site and improvements as well as the townships property record card. The improvement dimensions are from personal measurement of the structures on site. The construction specifics are summarized as follows:

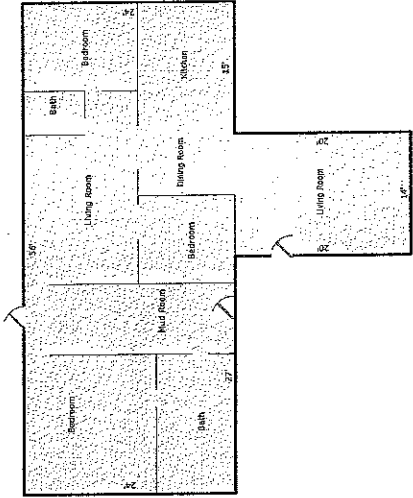
General Description	
General Property Type:	Single-Family Dwelling
Number of Buildings:	One
Number of Stories:	One
Number of Units:	One
Building Area:	1,624 SF Gross Living Area
Design and Functionality:	The subject has a functional floor plan and layout; the design is adequate for its use.
Construction Class:	Class D
Construction Quality:	The overall quality of the residence was of average quality for its age.
Exterior Construction Detail	
Foundation:	Concrete block walls – Crawl space
Framing:	Wood frame
Exterior Wall Material:	Vinyl siding
Insulation:	Assumed adequate
Roof Construction:	Wood truss, pitched, and asphalt shingle cover.
Windows:	Vinyl replacement double hung windows.
Exterior Doors:	Wood
Mechanical Description	
Heating System:	Gas fired forced hot air
Cooling System:	Central air conditioning
Plumbing:	Kitchen, full 3-piece bath, a half bath, and laundry area
Electrical Service:	100 Amp, assumed adequate.
Fire Protection:	Battery powered smoke alarms.
Interior Description	
Building Layout:	Living room, three bedrooms, dining room, kitchen, mud room, full bath and half bath.
Ceilings:	Painted gypsum board (drywall).
Partitions and Interior Walls:	Wood frame and painted gypsum board.

Floor Cover:	Flooring is a mix of carpeting, ceramic tile, and vinyl. The kitchen and baths offer vinyl flooring while much of the remainder of the house offers carpeting.
Interior Doors:	Wood
Bathrooms:	(1) Full three piece bathrooms & a 2-piece bathroom
Physical Condition	
Year Built/Age:	Constructed in 1955 (57 years)
Effective Age:	20 years with an estimated life of 55 years (36% depreciated)
Overall Condition:	The subject property was in above average overall condition. The kitchen was recently updated and the full bathroom was being renovated at the time of inspection.
Functional Utility:	No significant functional obsolescence was observed.
Amenities:	Concrete patio and asphalt paved driveway.

Interior Photos:	
	
	
Comments:	Bathroom The subject's residence is situated approximately 30' from the existing County ROW (Property line) and approximately 55' from the centerline of Egg Harbor Road.

Occupancy & Use
The subject is owner occupied and utilized as a single-family residence.

Building Sketch



Project: 04-04-04-04-04
Comments:

AREA CALCULATIONS SUMMARY			
Room	Description	Area (sq. ft.)	Perimeter (ft.)
101A1	Living Room	192.0	124.0
101A2	Dining Room	120.0	80.0
101A3	Bedroom	120.0	80.0
101A4	Bath	35.0	35.0
101A5	Kitchen	120.0	80.0
101A6	Living Room	192.0	124.0
101A7	Bedroom	120.0	80.0
101A8	Bath	35.0	35.0
101A9	Kitchen	120.0	80.0
101A10	Living Room	192.0	124.0
101A11	Bedroom	120.0	80.0
101A12	Bath	35.0	35.0
101A13	Kitchen	120.0	80.0
101A14	Living Room	192.0	124.0
101A15	Bedroom	120.0	80.0
101A16	Bath	35.0	35.0
101A17	Kitchen	120.0	80.0
101A18	Living Room	192.0	124.0
101A19	Bedroom	120.0	80.0
101A20	Bath	35.0	35.0
101A21	Kitchen	120.0	80.0
101A22	Living Room	192.0	124.0
101A23	Bedroom	120.0	80.0
101A24	Bath	35.0	35.0
101A25	Kitchen	120.0	80.0
101A26	Living Room	192.0	124.0
101A27	Bedroom	120.0	80.0
101A28	Bath	35.0	35.0
101A29	Kitchen	120.0	80.0
101A30	Living Room	192.0	124.0
101A31	Bedroom	120.0	80.0
101A32	Bath	35.0	35.0
101A33	Kitchen	120.0	80.0
101A34	Living Room	192.0	124.0
101A35	Bedroom	120.0	80.0
101A36	Bath	35.0	35.0
101A37	Kitchen	120.0	80.0
101A38	Living Room	192.0	124.0
101A39	Bedroom	120.0	80.0
101A40	Bath	35.0	35.0
101A41	Kitchen	120.0	80.0
101A42	Living Room	192.0	124.0
101A43	Bedroom	120.0	80.0
101A44	Bath	35.0	35.0
101A45	Kitchen	120.0	80.0
101A46	Living Room	192.0	124.0
101A47	Bedroom	120.0	80.0
101A48	Bath	35.0	35.0
101A49	Kitchen	120.0	80.0
101A50	Living Room	192.0	124.0
101A51	Bedroom	120.0	80.0
101A52	Bath	35.0	35.0
101A53	Kitchen	120.0	80.0
101A54	Living Room	192.0	124.0
101A55	Bedroom	120.0	80.0
101A56	Bath	35.0	35.0
101A57	Kitchen	120.0	80.0
101A58	Living Room	192.0	124.0
101A59	Bedroom	120.0	80.0
101A60	Bath	35.0	35.0
101A61	Kitchen	120.0	80.0
101A62	Living Room	192.0	124.0
101A63	Bedroom	120.0	80.0
101A64	Bath	35.0	35.0
101A65	Kitchen	120.0	80.0
101A66	Living Room	192.0	124.0
101A67	Bedroom	120.0	80.0
101A68	Bath	35.0	35.0
101A69	Kitchen	120.0	80.0
101A70	Living Room	192.0	124.0
101A71	Bedroom	120.0	80.0
101A72	Bath	35.0	35.0
101A73	Kitchen	120.0	80.0
101A74	Living Room	192.0	124.0
101A75	Bedroom	120.0	80.0
101A76	Bath	35.0	35.0
101A77	Kitchen	120.0	80.0
101A78	Living Room	192.0	124.0
101A79	Bedroom	120.0	80.0
101A80	Bath	35.0	35.0
101A81	Kitchen	120.0	80.0
101A82	Living Room	192.0	124.0
101A83	Bedroom	120.0	80.0
101A84	Bath	35.0	35.0
101A85	Kitchen	120.0	80.0
101A86	Living Room	192.0	124.0
101A87	Bedroom	120.0	80.0
101A88	Bath	35.0	35.0
101A89	Kitchen	120.0	80.0
101A90	Living Room	192.0	124.0
101A91	Bedroom	120.0	80.0
101A92	Bath	35.0	35.0
101A93	Kitchen	120.0	80.0
101A94	Living Room	192.0	124.0
101A95	Bedroom	120.0	80.0
101A96	Bath	35.0	35.0
101A97	Kitchen	120.0	80.0
101A98	Living Room	192.0	124.0
101A99	Bedroom	120.0	80.0
101A100	Bath	35.0	35.0

Section 4: Highest & Best Use Analysis - Before the Taking

The highest and best use of both the site as though vacant and the property as improved must meet the following four criteria:

- ◆ Legally Permissible
- ◆ Physically Possible
- ◆ Financially Feasible
- ◆ Maximally Productive

Highest and Best Use “As if Vacant”

Legally Permissible addresses the legal use of the property given applicable zoning regulations and local ordinances/codes along with any other applicable legal restrictions. The use must be probable, not speculative or conjectural.

Legal restrictions affecting the property include the local municipal land use ordinance of Washington Township along with all other county and state regulations. The subject is located in the R, Rural zoning district.

Permitted uses within the R, Rural Zoning District include single-family dwellings, agricultural uses, and all uses permitted in the A Residence district, which include municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizen housing, and flag-shaped lots. Conditional uses include farm markets, riding academies, nursery schools, day-care centers, kennels, and conditional uses within the A District, which include, agricultural, church, and professional office (along certain highly traveled roadways). The overall requirements require a minimum lot size of 31,000 SF for residential development with an overall density of 1 unit per 2 acres.

Overall, the legal restrictions affecting the property appear to allow for development of most of the permitted uses as dictated by the municipal land use ordinance.

Physically Possible addresses the possible use of the property given the physical aspects of the site itself. Size, shape, topography, and soils of the site affect the uses to which it can be developed.

The subject offers 25,603 SF (0.59 acres) of land area that is mostly level and cleared offering adequate access and frontage along a County Route and a local roadway. It offers a non-signal controlled corner location with adequate access to the area roadway network. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to many of the permitted and conditional uses.

Financially Feasible addresses which of the legally permissible and physically possible uses are capable of producing an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Those uses that are capable of producing a positive return are considered to be financially feasible. However, in order to

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receive serious consideration as a highest and best use, there must be a reasonable expectation that the use will provide a sufficient return (*or yield*) to attract investment capital.

In terms of market demand, the subject is located within a community that experienced tremendous growth of single family housing in the late 1990's and early 2000's with limited development since due to limited sites available. The subject offers an average location within an area that offers a mix of uses including residential, professional office, retail, and recreational.

The site offers average physical characteristics for development of a single family dwelling, which is considered financially feasible.

Maximally Productive addresses the one use that is capable of providing the highest return to the property.

Development of the site with a residential use is considered probable due to the subject's location within a desirable community that is generally built-out with limited newer residential development. In this regard, the subject parcel should be developed as a single-family residential use.

Highest & Best Use "As Improved"

The property, as improved, is again examined under the same four use criteria previously considered. Where a site has existing improvements on it, it is possible that the highest and best use of the land may be determined to be other than its existing use. Any difference between the highest and best use as vacant and as improved will indicate the various forms of depreciation and obsolescence present at the property or affecting the property.

In evaluating the highest and best use, as improved, the existing property improvements have been considered as well as a conversion of the property to another use, and/or expansion of the present building. The existing improvements represent a single family residence that was in above average overall condition offering 1,624 SF of gross living area situated on 25,603 SF (0.59 acres) of land that still contribute significantly to the land. I have concluded that continued use as improved is the highest and best use as improved with the potential to convert to professional office use.

Section 5: Valuation of the Subject – Before the Taking

Valuation Process

An appraisal is an estimation of value. In order to arrive at an estimate of market value for a given property, special attention must be given to the typical purchaser who would be interested in that particular type of property.

The appraisal process consists of an orderly program by which the appraisal problem is defined and data relating to the subject and its market is collected, analyzed, and interpreted into an estimate of value. There are three basic approaches that must be considered by the appraiser in the estimation of market value. These approaches to value are known as the **Income Capitalization, Sales Comparison, and Cost Approaches**. Each approach must be considered and the relevant approaches are developed and then reconciled into a market value estimate.

The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and relied upon in the development of the market value estimate for the subject.

The **Income Capitalization Approach** was also considered and developed to determine the contributory value of the interim use improvements. This approach has been considered but not developed since this type of property is generally owner occupied.

The **Cost Approach** is a procedure that consists of estimating the replacement or reproduction cost new of the building and site improvements, adding entrepreneurial profit and land value, and subtracting all forms of depreciation. This approach has also been considered but not developed, due to the age of the improvements and since buyers do not typically purchase properties on this basis.

Method(s) Applied

The value of the subject property has been estimated utilizing the Sales Comparison Approach. The Sales Comparison Approach to value has been developed and relied upon in the development of the market value estimate. This is considered to be the best indicator of value for a property like the subject. The Income Capitalization Approach was also considered, but not developed, since buyers do not typically purchase this type of property on this basis and due to the lack of comparable lease information for this type of property. The Cost Approach has also been considered but not developed, due to the age of the improvements and since buyers do not typically purchase properties on this basis.

Sales Comparison Approach

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have been sold recently or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.⁵

⁵ Ibid, p. 397.

Inherent in this approach to value is the principle of substitution, which holds that “the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.”⁶ It is applicable to all types of real property interests when there are sufficient recent reliable transactions to indicate value patterns in the market. When the number of market transactions is insufficient, the applicability of the sales comparison approach is limited.

The basic procedure to apply the Sales Comparison Approach is shown as follows:

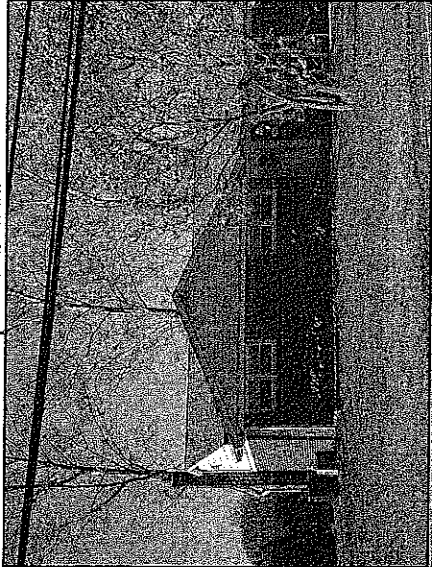
1. Research recent comparable sales, listings and offerings information throughout the market area.
2. Verify that the obtained data is factually accurate and that each transaction reflects arm's length market considerations.
3. Select relevant units of comparison and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable as compared to the subject property.
5. Reconcile the various value indications resulting from the analysis of comparable sales to a single value indication or a range of values.

In the valuation of the subject property the basis of comparison utilized in our analysis is overall sale price, which is how the market would compare this type of property. The research was primarily focused within Washington Township for homes offering similar locations along moderate to heavily traveled roadways as well as comparable size, bedroom/bathroom count, and amenities.

A summary of each comparable sale used within the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis for the subject property and a discussion of the adjustments made by the appraiser. Adjustments have been considered for various factors that would influence value, such as location, condition, bedroom and bath count, building size, and amenities. An analysis has been made of the properties that are considered to be comparable to the subject property.

⁶ Ibid, p. 398.

Comparable Sale #1

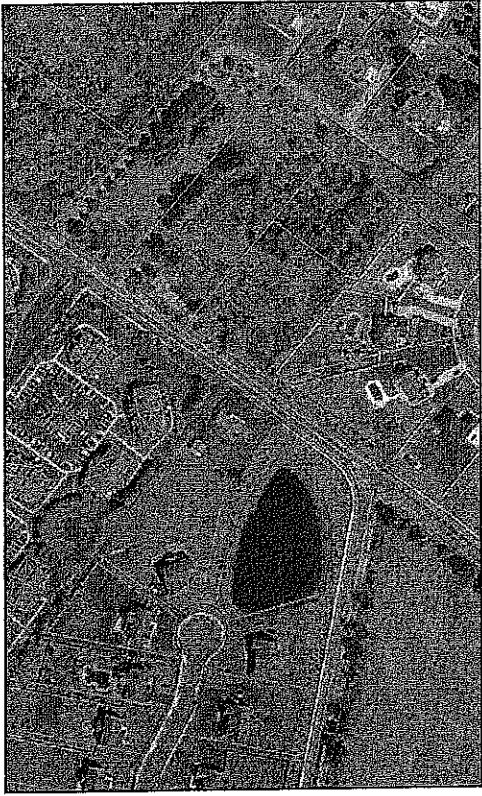
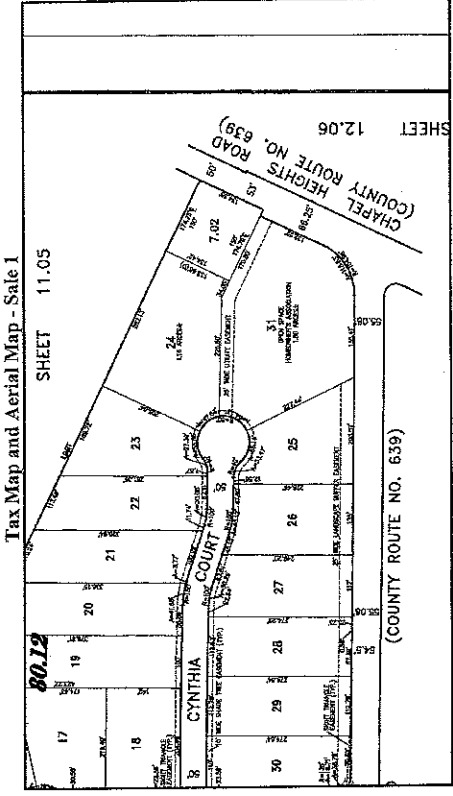


Location Data	
Address:	137 Chapel Heights Road Washington Township, NJ
County:	Gloucester County
Legal Data	
Date of Sale:	10/24/2011
Deed Book/Page:	4915/68
Grantor:	Cynthia Wence & Carl Godlewski
Grantee:	Patrick & Karin Hartigan
Consideration:	\$180,000
Assessor Tax ID:	Block 80.14, Lot 7.02
Zoning:	R, Rural Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area:	0.542 acres (23,625 SF)
Frontage:	135'
Shape:	Rectangular
Topography:	Mostly level & cleared
Wetlands:	None
Utilities:	Serviced by well and septic (public available)
Building Improvements	
Improvements:	1-Story Brick Rancher
Improvements Size (SF):	1,538

Bedroom/Bath Count: 3 Bedroom/2 Bath
Condition (Year Built): Average (1958)
2 car attached garage and a 2 car detached garage, concrete patio & finished basement.
Amenities:
Financial Data:
Sale Price: \$180,000
Verified With: Joseph Schwarzman, Listing Agent
Conditions of Sale: Market
Financing: Same as Cash
Sale Indications:
Highest and Best Use at time of sale: Continued use as a residence
Field Inspection Date(s): March 13, 2012
Comments:

Reportedly, the transaction was arms length. It was listed for sale with Century 21 for approximately 1 month with an asking price of \$189,600. It is situated in close proximity to the intersection of Chapel Heights and Thies Road in the central portion of Washington Township with a newer residential development to the rear and condominiums situated on its east side.

The improvement is an older 1-story brick rancher that was reported to be in average overall condition at the time of sale. There are 3 bedrooms and 2 two bathrooms an attached 2-car garage and a detached 2-car garage. It offers a full finished basement, sunroom, and brick exterior. It is situated on a rectangular shaped parcel that is mostly level that sits adjacent to a retention basin that services the development to the rear of the property.



Comparable Sale #2



Location Data	
Address:	413 Greentree Road Washington Township, NJ Gloucester County
County:	Gloucester County
Legal Data	
Date of Sale:	4/26/2011
Deed Book/Page:	4865/206
Grantor:	Christopher Verechia
Grantee:	David & Linda Sullivan
Consideration:	\$234,500
Assessor Tax ID:	Block 53, Lot 13.03
Zoning:	R, Rural Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area:	0.654 acres (28,474 SF)
Frontage:	104'
Shape:	Moderately Rectangular
Topography:	Mostly level & cleared
Wetlands:	None
Utilities:	Serviced by well and septic (public available)
Building Improvements	
Improvements:	1-Story Rancher
Improvements Size (SF):	1,680

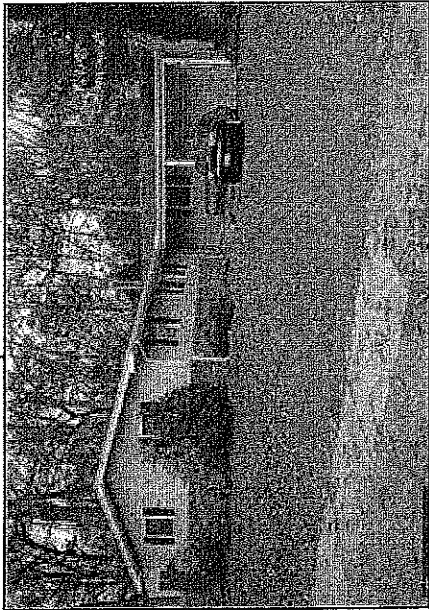
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Bedroom/Bath Count:	3 Bedroom/2.5 Bath
Condition (Year Built):	Above Average (1950)
Amenities:	Detached garage & paver patio.
Financial Data	
Sale Price:	\$234,500
Verified With:	David Beach, Listing Agent
Conditions of Sale:	Market
Financing:	Same as Cash
Sales Indications	
Highest and Best Use at time of sale:	Continued use as a residence
Field Inspection Date(s):	March 13, 2012
Comments:	

Reportedly, the transaction was arms length. It was listed for sale with Remax Realtors for approximately 5 months with an asking price of \$239,900. It is situated in close proximity to the intersection of Greenlee Road & Hurffville Cross Keys Road in the central portion of Washington Township with Washington Lake Park located in very close proximity.

The improvement is an older 1-story rancher over a full basement that was reported to be in above average overall condition at the time of sale. There are 3 bedrooms and 2 1/2 bathrooms that were reported to be recently renovated with ceramic tile and glass enclosures. There is a large family room with a stone fireplace, a custom outdoor pergola, and a detached garage. It is situated on a rectangular shaped parcel that is mostly level and that is situated in proximity to Washington Lake Park.

Comparable Sale #3

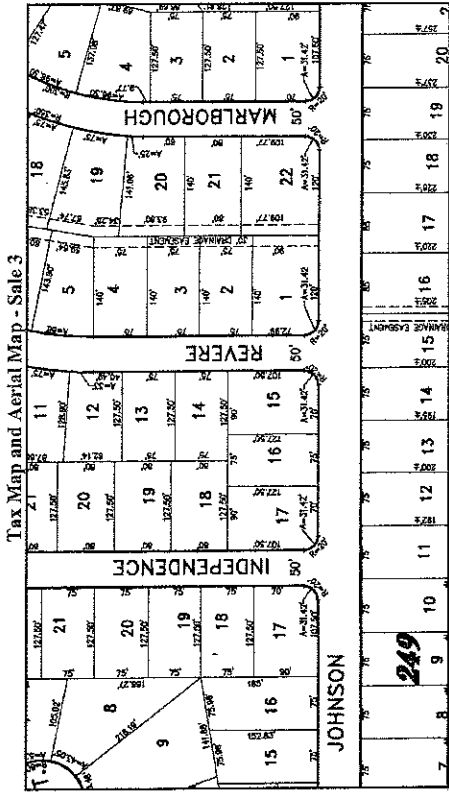


Location Data	
Address:	222 Johnson Road Washington Township, NJ Gloucester County
County:	
Legal Data	
Date of Sale:	2/4/2011
Deed Book/Page:	4850/32
Grantor:	Kristy DiMascolo
Grantee:	Owen & Kate Mullin
Consideration:	\$195,000
Assessor Tax ID:	Block 250, Lot 16
Zoning:	PR-1, Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area:	0.219 acres (9,525 SF)
Frontage:	75'
Shape:	Moderately Rectangular
Topography:	Mostly level & cleared
Wetlands:	None
Utilities:	All public
Building Improvements	
Improvements:	1-Story Rancher
Improvements Size (SF):	1,604

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Bedroom/Bath Count:	3 Bedroom/2 Baths
Condition (Year Built):	Above Average (1959)
Amenities:	Attached garage
Financial Data:	
Sale Price:	\$195,000
Verified With:	Joe Granato, Listing Agent
Conditions of Sale:	Market
Financing:	Same as Cash
Sale Indications:	
Highest and Best Use at time of sale:	Continued use as a residence
Field Inspection Date(s):	March 13, 2012
Comments:	Reportedly, the transaction was arms length. It was listed for sale with Remax Realtors for approximately 3 months with an asking price of \$219,900. It is situated on the north side of Johnson Road, a moderate to heavily traveled local roadway in the western portion of Washington Township. Surrounding uses are mixed with residential and professional office use/retail uses.

The improvement is an older 1-story rancher over a partial unfinished basement that was reported to be in above average overall condition at the time of sale. There are 3 bedrooms and 2 full bathrooms as well as an attached garage and a sunroom. It offers newer siding, shutters, hot water heater, and garage door. It is situated on a moderately rectangular shaped parcel that is mostly level.

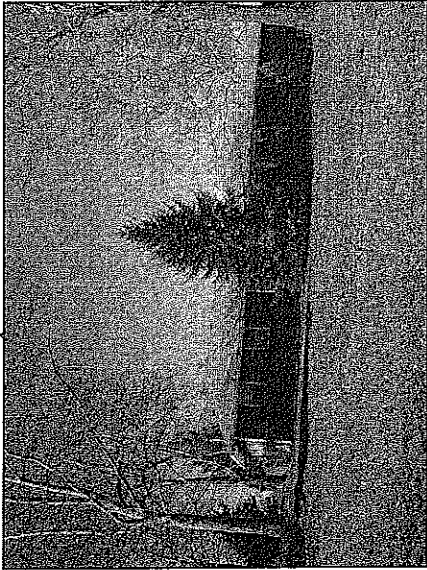


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WebbToklay, Washington Twp., Gloucester County, NJ

Comparable Sale #4



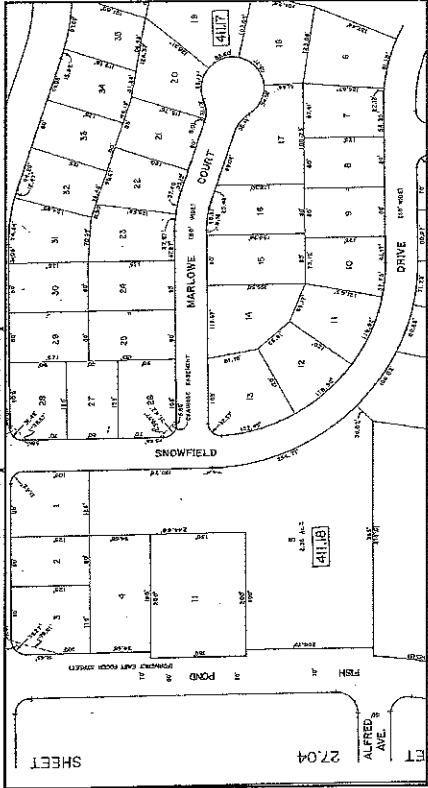
Location Data	
Address:	475 Fishpond Road Washington Township, NJ Gloucester County
County:	Gloucester County
Legal Data	
Date of Sale:	9/24/2010
Deed Book/Page:	4813/189
Grantor:	Mary Yurkosky
Grantee:	Family Service of Burlington County
Consideration:	\$215,000
Assessor Tax ID:	Block 411.18, Lot 11
Zoning:	R-5, Low Density Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area:	0.689 acres (30,000 SF)
Frontage:	150'
Shape:	Rectangular
Topography:	Mostly level & cleared
Wetlands:	None
Utilities:	All public
Building Improvements	
Improvements:	1-Story Brick Rancher
Improvements Size (SF):	1,638

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Bedroom/Bath Count:	3 Bedroom/1.5 Bath
Condition (Year Built):	Average (1959)
Amenities:	Detached garage & above ground pool.
Financial Data:	
Sale Price:	\$215,000
Verified With:	Joseph Rauh, Listing Agent
Conditions of Sale:	Market
Financing:	Same as Cash
Sale Indications:	
Highest and Best Use at time of sale:	Continued use as a residence
Field Inspection Date(s):	March 13, 2012
Comments:	Reportedly, the transaction was arms length. It was listed for sale with Century 21 Realtors for approximately 1 month with an asking price of \$229,900. It is close to the town borders of Glassboro and Washington Township along a moderately traveled county route.

The improvement is an older 1-story brick rancher over a full, unfinished basement that was reported to be in average overall condition at the time of sale. There are 3 bedrooms and 1 1/2 bathrooms as well as an attached 2-car garage and breezeway. It is situated on a rectangular shaped parcel that is mostly level.

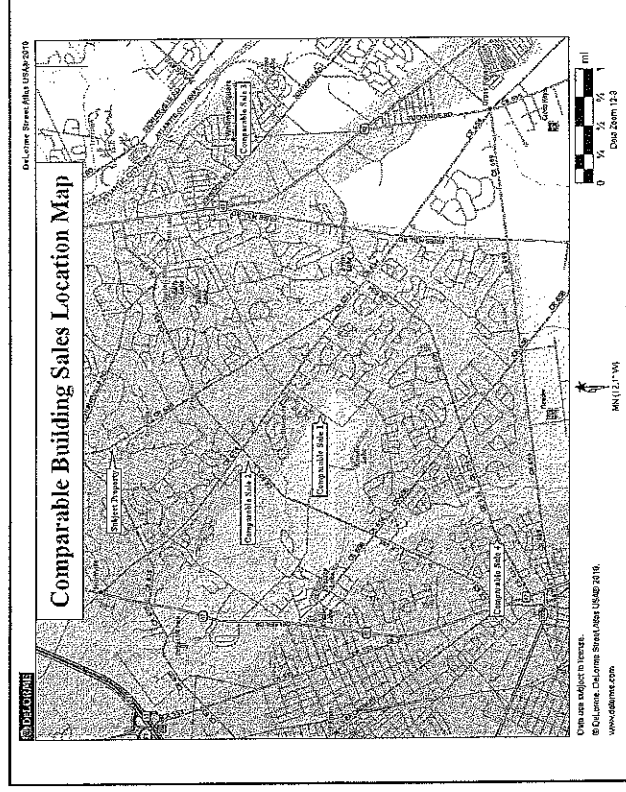
Tax Map and Aerial Map - Sale 4



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Webb/Tokley, Washington Twp., Gloucester County, NJ



Item	Address	Sales Price	GLA	Year Built	% Adj. for Time	Location/Vicinity	Proximity to Roadway	Lot Size (Acres)	Size (Sq. Ft.)	Condition	Year Built	Condition	Construction	Foundation	Roofing	Interior	Exterior	Other (Remarks)	Notes
Subject	325 Egg Harbor Road Washington Township	\$117,041	1,174	1953	0.00%	Residential/Roadway	Approximately 20'	Free Sample	22,625 SF (Residential)	Average	1953	Average	Concrete	Block/Average	Asph/Flt	Interior	Brick/Average	None	None
Comparable Sale 1	137 Chapel Heights Road Washington Township	\$180,000	1,174	1953	0.00%	Residential (Block)	None	Free Sample	22,625 SF (Residential)	Average	1953	Average	Concrete	Block/Average	Asph/Flt	Interior	Brick/Average	None	None
Comparable Sale 2	413 Greenwood Road Washington Township	\$224,500	1,174	1953	0.00%	Residential/Roadway	None	Free Sample	22,625 SF (Residential)	Average	1953	Average	Concrete	Block/Average	Asph/Flt	Interior	Brick/Average	None	None
Comparable Sale 3	222 Johnson Road Washington Township	\$195,000	1,174	1953	0.00%	Residential	None	Free Sample	22,625 SF (Residential)	Average	1953	Average	Concrete	Block/Average	Asph/Flt	Interior	Brick/Average	None	None
Comparable Sale 4	475 Fairport Road Glenboro	\$215,000	1,174	1953	0.00%	Residential/Roadway	None	Free Sample	22,625 SF (Residential)	Average	1953	Average	Concrete	Block/Average	Asph/Flt	Interior	Brick/Average	None	None

Estimated Market Value Via Sales Comparison

\$ 195,000

Building Sales Adjustment Analysis/Discussion of Adjustments

Property Rights Conveyed: Each comparable sale reflected the purchase of the fee simple estate. The market value of the fee simple estate is being estimated for the subject, so no adjustment appeared to be warranted.

Financing/Concessions: No atypical financing or concessions were reported during the verification of each of the sales. Thus, no adjustment was warranted.

Conditions of Sale: None of the sales offered any atypical condition, thus, no adjustment was required.

Market Conditions (Time): The sale prices of similar properties have been relatively stable to modestly declining over the last two years and no adjustment for time appeared to be warranted.

Location/View: The subject offers a non-signal controlled corner location that is situated along a heavily traveled County Route and a local roadway with good access to the areas highway network and residential/roadway views. The immediate area offers a mix of residential dwellings and commercial uses. Each of the sales offered similar locations and did not require adjustment, except sale 1. Sale 1 was situated adjacent to a retention basin and required an upward adjustment.

Proximity to Road: The subject's building improvement is situated approximately 28' from the existing County right of way (subject's property line). Sales 1, 2, and 4 offered a greater buffer from their respective roadways and each was adjusted downward. Sale 3 offered a similar buffer and did not require adjustment.

Zoning: The subject is located in the R, Rural Residential zoning district that allows for residential and or professional office use as a conditional use. Sales 1 and 4 were located within a residential zoning that does not permit commercial uses and required upward adjustment. Sales 2 and 3 offered comparable zoning and did not require adjustment.

Site Size: The subject offers 25,603 SF of land area with a moderately irregular shape. Each of the sales offered similar site sizes and did not require adjustment, except sale 3, which was smaller and required upward adjustment.

Design and Appeal: The subject is a single story rancher style single-family residence with a functional floor plan and layout. Sales 1 and 4 offered brick ranchers, which is considered superior and required a moderate downward adjustment. Sales 2 and 3 offered similar design and appeal and did not require adjustment.

Condition: The subject is in above average overall condition with a newer kitchen and renovated bathroom. Sales 1 and 4 were in inferior condition and required upward adjustment. Sales 2 and 3 were in comparable condition and did not require adjustment.

Bedroom Count/Bath Count/GLA: The subject offers three bedrooms, one full bath, a half bath and 1,624 SF of GLA. Differences in room count are accounted for within the adjustment for GLA. Each sale is adjusted based upon \$35/SF of GLA for differences in living area greater than 100 SF.

Basement: The subject is situated over a crawl space. Each of the sales offered full basements with sales 1 and 4 offering finished basements; each has been adjusted accordingly.

Heating/Cooling: The subject offers forced heat and central air conditioning. Each of the sales offered comparable heating/air and did not require adjustment.

Garage/Carport: The subject does not offer a garage. Each of the sales offered a garage or garages and was adjusted downward accordingly.

Amenities: The subject offers a concrete patio. Sales 1 and 2 offered comparable amenities to the subject and did not require adjustment. Sale 3 offered a sunroom and was adjusted downward. Sale 4 did not offer any amenities and required upward adjustment.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. Based on this information and other data found within the market, the market value for the subject based upon the Sales Comparison Approach is estimated at **\$195,000**.

The market value of the subject property can be further broken down to allocate the contributory value of the building by extracting out the value of the land. The market value allocation is summarized as follows:

Total Market Value	\$195,000
Less:	
Estimated Value of the Land *	\$95,000
Equals:	
Contributory Value of the Building & Site Improvements	\$100,000

**A summary of the land sales utilized is located on the following pages, followed by an adjustment grid and analysis.*

Comparable Land Sale #1

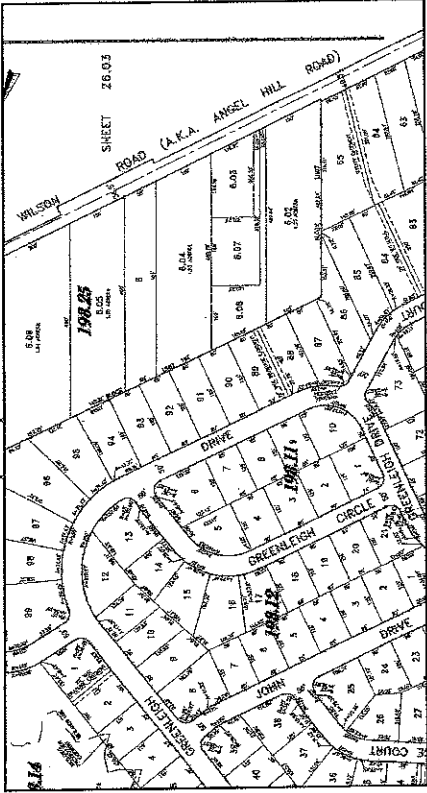


Location Data	
Address:	224 Wilson Road
County:	Washington Township Gloucester County
Legal Data	
Date of Sale:	2/3/2012
Deed Book/Page:	4938/253
Grantor:	Clarence & Theresa Brining
Grantee:	Patriot Building & Remodeling
Consideration:	\$100,000
Assessor Tax ID:	Block 198.25, Lot 6.04
Zoning:	PR-1, Planned Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	75,900
Land Area (Acre):	1.74
Frontage (feet):	150' (86' per acre)
Shape:	Rectangular
Topography:	Mostly level and heavily wooded
Wetlands:	None
Utilities:	Well & septic
Street Access:	Adequate

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Financial Data	
Verified With:	Lorraine Flynn, Listing Agent
Conditions of Sale:	Market
Financing:	Cash
Sale Indications	
Highest and Best Use at time of sale:	Residential development
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$100,000
Comments:	Reportedly, the transaction was arms length. The property was vacant and listed for sale for almost 2 years with an asking price of \$130,000. It was sold without contingencies or development approvals in place. The property is located along a local road offering sufficient frontage and depth for residential development. It is heavily wooded with a mostly level topography that does not appear to be impacted by any wetlands.

Tax Map Comparable Land Sale 1



Comparable Land Sale #2



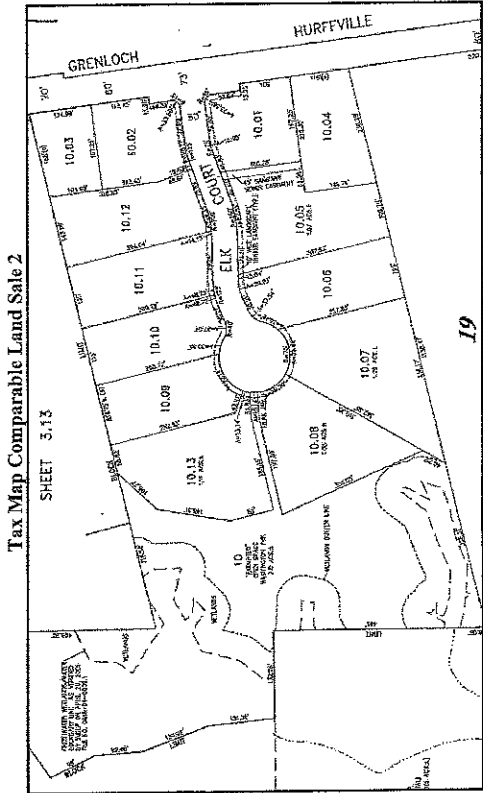
Location Data	
Address:	5 Elk Court Washington Township, NJ Gloucester County
County:	Gloucester County
Legal Data	
Date of Sale:	5/26/2011
Deed Book/Page:	4876/40
Grantor:	Group Ten Builders Inc.
Grantee:	Bruce Paporone Inc.
Consideration:	\$140,000
Assessor Tax ID:	Block 19, Lot 10.09
Zoning:	R, Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	32,234
Land Area (Acre):	0.74
Frontage (feet):	148' (200' per acre)
Shape:	Moderately Irregular
Topography:	Mostly level and cleared
Wetlands:	None
Utilities:	All public
Street Access:	Adequate

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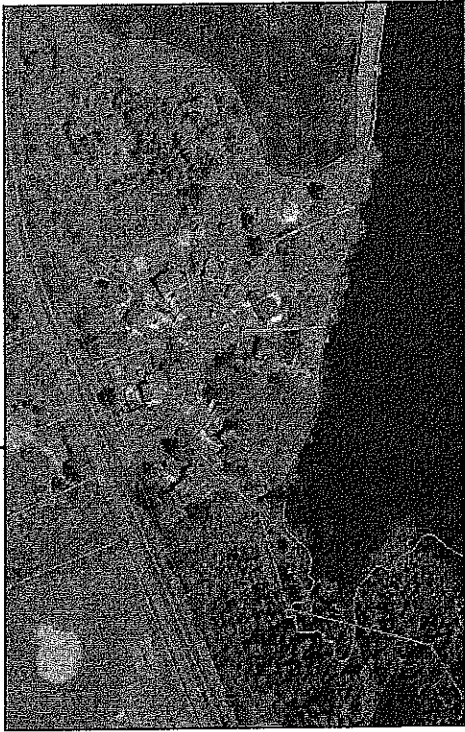
Financial Data	
Verified With:	Mitchell Zbik, Representative of Grantor
Conditions of Sale:	Market
Financing:	Cash
Sale Indications	

Highest and Best Use at time of sale: Development of a single family residence
Field Inspection Date(s): March 13, 2012
Overall Site Price: \$140,000
Comments: Reported, the transaction was arms length. This sale represents the acquisition of one of two building lots located in a newer cul de sac located off of Hurfville Grenloch Road. The grantee is a builder who purchased two lots, each for \$140,000 and has subsequently constructed single-family residences to market for sale.

The property is located within a cul de sac that sits adjacent to an elementary school along Hurfville Grenloch Road. The lot offers sufficient frontage and depth for development of a residence with a mostly level and cleared topography.



Comparable Land Sale #3



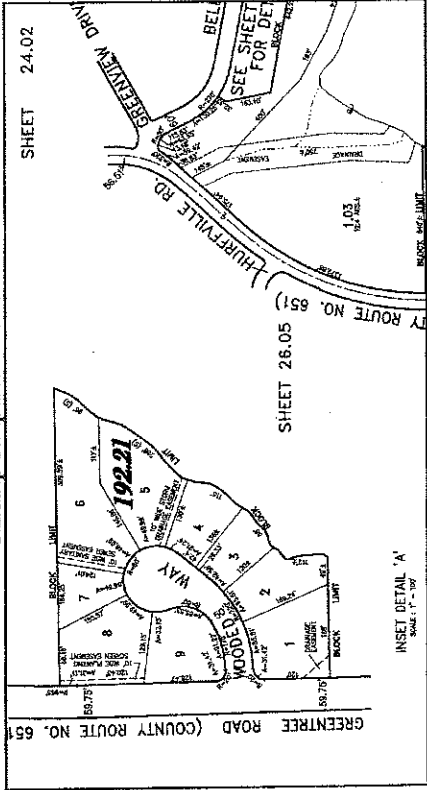
Location Data	
Address:	6 Wooded Way Washington Township, NJ Gloucester County
County:	Gloucester County
Legal Data	
Date of Sale:	8/23/2010
Deed Book/Page:	4813/88
Grantor:	Rudolph & Margaret Buchwald
Grantee:	Lisa Warech
Consideration:	\$104,000
Assessor Tax ID:	Block 192.21, Lot 3
Zoning:	PR-1, Planned Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	6,611
Land Area (Acre):	0.15
Frontage (feet):	69' (460' per acre)
Shape:	Moderately Rectangular
Topography:	Mostly level and cleared
Wetlands:	None
Utilities:	All public available

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Street Access:	Adequate
Building Improvements:	
Existing Improvements:	None
Financial Data:	
Verified With:	Fred Calabiano, Listing Agent
Conditions of Sale:	Market
Financing:	Cash
Sale Indications:	
Highest and Best Use at time of sale:	Development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$104,000
Comments:	Reportedly, the transaction was arms length. The property was listed with Weichert Realtors for approximately 2 months prior to going under agreement.

The property is located in the central portion of the township and is situated on Bells Lake, just off Greentree Road. Wooded Way is a built-out cul-de-sac with mostly older homes surrounding. The uses are mostly residential with an elementary school located in close proximity. The site is mostly level and cleared with no wetlands.

Tax Map Comparable Land Sale 3



Comparable Land Sale #4

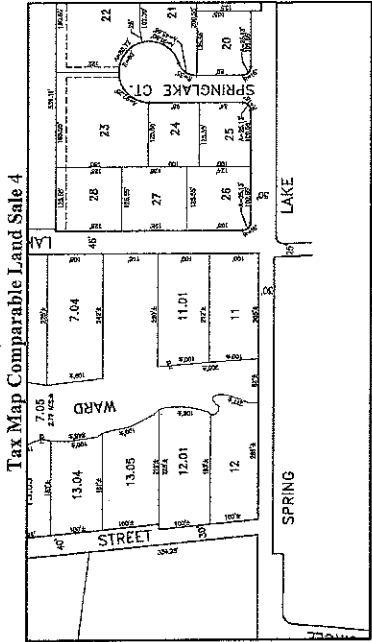


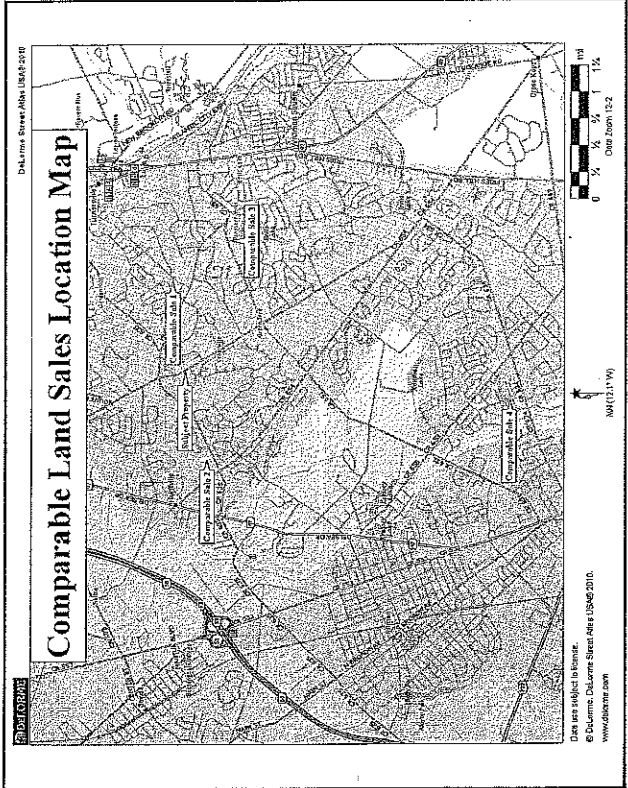
Location Data	
Address:	24 Spring Lake Avenue Washington Township, NJ Gloucester County
County:	Gloucester County
Legal Data	
Date of Sale:	10/26/2009
Deed Book/Page:	4740/113
Grantor:	Sandra Bennett & Richard Crean
Grantee:	Carmen Carisone
Consideration:	\$60,000 Deeded Consideration \$ 5,000 Estimated Demolition \$65,000 Total Consideration
Assessor Tax ID:	Block 83.01, Lot 12
Zoning:	R, Residential
Real Property Rights Conveyed:	Fee simple
Site Data	
Land Area (SF):	24,779
Land Area (Acre):	0.57
Frontage (feet):	389' (682' per acre)
Shape:	Moderately Rectangular
Topography:	Mostly level and partially wooded
Wetlands:	None
Utilities:	Public sewer (well & septic on site)

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Street Access:	Adequate
Building Improvements	
Existing Improvements:	370 SF Dwelling in poor condition
Financial Data	
Verified With:	Karen Salcedo, Listing Agent
Conditions of Sale:	Market
Financing:	Cash
Sale Indications	
Highest and Best Use at time of sale:	Demolition for development of a single family residence
Field Inspection Date(s):	March 13, 2012
Overall Site Price:	\$65,000
Comments:	Reportedly, the transaction was arms length. The property was listed with Century 21 Hughes Riggs Realty for approximately 9 months prior to going under agreement. It is improved with a 370 SF older dwelling in poor condition that would be demolished for the construction of a new residence. Demolition has been estimated at \$5,000. The site does not meet the minimum lot size requirement, but given that it is improved, a variance would seem likely. The property has been listed for sale with ReSales & Investment Realty since November 2011 with a current asking price of \$75,000.

The property is located in the southwestern portion of the township just off Fish Pond Road. The uses are mostly residential with a social lodge and religious facility located along Fish Pond in close proximity. The site is situated along Ward Lake, a small lake, offering a mostly level and partially wooded topography and no known wetlands.





Comparable Land Sales Adjustment Analysis Before the Bidding									
	Sale 1	Sale 2	Sale 3	Sale 4					
Sale Price	\$100,000	\$140,000	\$104,000	\$65,000					
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple					
Adjustment	-	-	-	-					
	\$100,000	\$140,000	\$104,000	\$65,000					
Financing/Concessions	Market	Market	Market	Market					
Adjustment	-	-	-	-					
	\$100,000	\$140,000	\$104,000	\$65,000					
Conditions of Sale	Market	Market	Market	Market					
Adjustment	-	-	-	-					
	\$100,000	\$140,000	\$104,000	\$65,000					
Market Conditions	Feb-12	May-11	Aug-10	Oct-09					
# of Months Requiring Adj.	2	11	20	30					
Adjustment Required/Year	0%	0%	0%	0%					
	\$100,000	\$140,000	\$104,000	\$65,000					
Other Adjustments:									
Location	Comp	Superior	Superior	Comp					
Adjustment	0%	-20%	-20%	0%					
	75,900	32,234	6,611	24,779					
Land Area (SF)	-20%	0%	20%	0%					
Adjustment	Comp	Comp	Comp	Comp					
	0%	0%	0%	0%					
Zoning	Comp	Comp	Comp	Comp					
Adjustment	0%	0%	0%	0%					
	Comp	Comp	Comp	Comp					
Physical Characteristics	Comp	Comp	Comp	Comp					
Adjustment	0%	0%	0%	0%					
	Comparable	Comparable	Comparable	Comparable					
Utilities	15%	0%	0%	10%					
Adjustment	-5%	-20%	0%	10%					
Net - Other Adjustments	\$95,800	\$112,000	\$104,000	\$71,500					
Adj Sale Price									
	\$95,800	\$112,000	\$104,000	\$71,500					
Analysis of Comparables									
Net Adjustments Including Market Conditions	20%	-20%	0%	10%					
Over/Under/At (Including Market Conditions)	55%	20%	97%	10%					
Comparable Weighting	5%	25%	65%	5%					
Before Adjustments									
Low End of Range	\$8,500	\$27,000							
High End of Range	\$140,000	\$121,000							
Average	\$107,250	\$74,000							
Median	\$107,250	\$59,500							
Yearly Average	\$107,250	\$59,500							
Estimated Market Value Via Sales Comparison (Round 0)			\$95,000						

Discussion of Adjustments for the Land Sales Analysis

Property Rights Conveyed

Each comparable sale reflected the purchase of the fee simple estate, while the market value of the fee simple estate is being estimated for the subject. Therefore, no adjustment appeared to be warranted.

Financing Terms

Neither sale concessions nor atypical financing arrangements were reported during the verification of each comparable sale. Thus, no adjustment appeared to be warranted.

Conditions of Sale

No atypical conditions of sale were reported during our verification of each comparable. Thus, no adjustment was warranted.

Market Conditions

An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated/depreciated slightly higher than inflation. The sale prices for this type of property have shown a general stabilization since 2009 and thus no adjustment appeared to be warranted.

Location: The subject property is located at the intersection of a County Route and local roadway amongst a variety of uses including commercial, residential and industrial. It offers adequate access to the area's highway network. Sales 2 and 3 offered superior locations within private courts and required downward adjustment. Sales 1 and 4 offered comparable locations and did not require adjustment.

Land Area: The subject offers 25,603 SF of land area. Larger sites will typically allow for a builder to construct a larger home, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger sites and lower rates for smaller sites. Sale 1 required downward adjustment for superior site size, while sale 3 required upward adjustment for inferior site size. Sales 2 and 4 were comparable and did not require adjustment.

Zoning: The subject is located within the R, Rural Residential district that allows for a variety of uses including residential and commercial. Each of the land sales offered relatively similar zoning and did not require adjustment.

Physical Characteristics: The physical characteristics of the subject property and each comparable is summarized in the following table. Lots with greater street frontage/acre and/or number of street frontages require downward adjustment, while those with less street frontage/acre and/or number of street frontages require upward adjustment.

The table also demonstrates the type of adjustment required for differences in frontage, shape, and topography. Each sale is adjusted accordingly.

Physical Characteristics			
	Land Area (Acres)	Frontage (LF)	Shape Topography
Subject	0.59	374'	Mod. Irregular Mostly level/cleared
Sale 1	1.74	150'	Mod. Rectangular Level/wooded
Adj. Required	N/A	N/A	
Sale 2	0.74	148'	Mod. Rectangular Level/cleared
Adj. Required	N/A	N/A	
Sale 3	0.15	69'	Mod. Rectangular Mostly Level
Adj. Required	N/A	N/A	
Sale 4	0.57	389'	Mod. Rectangular Mostly Level/wooded
Adj. Required	N/A	N/A	

Utilities: The subject offers access to all public utilities. Sale1 did not offer access to public utilities and sale 4 did not offer access to public water, each was adjusted accordingly. Sales 2 and 3 were comparable to the subject and no adjustment was required.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. None of the chosen sales reflected atypical concessions or financing. Based on the analysis of the most recent comparable sales, the market value of the subject's land is estimated at **\$95,000 (Equivalent to 25,603 SF @ \$3.71/SF, rounded).**

Summary of Value Indications - Before the Taking

Cost Approach.....	N/A
Sales Comparison Approach.....	\$95,000
Income Capitalization Approach.....	N/A

Correlation and Final Value Estimate - Before the Taking

During the analysis, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject market value. It was developed, since this type of property is often purchased on this basis. After making the appropriate adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach and Cost Approach were also considered, but not developed.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Fee Simple Interest of the subject Before the Taking as of April 16, 2012 was:



ONE HUNDRED NINETY FIVE THOUSAND DOLLARS
(\$195,000)

Section 6: Nature of Taking

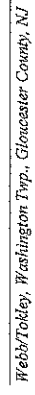
The Gloucester County Department of Engineering is proposing to reconfigure Egg Harbor Road (County Route 630) from Hurffville-Grenloch Road to Garntown Road, which will include road realignment, adding a center lane for turning, and modifying the major intersections. To accomplish this, the existing ROW (Right of Way) must be expanded in order to accommodate the realignment, which requires the acquisition of land from property owners along the proposed areas. The following section details the proposed taking area as it applies to the subject property.

Description of Taking

The taking involves one non-exclusive roadway improvement easement. The taking is described in the following chart:

Interests Acquired:		Permanent, partial rights
Land Area/Dimensions:		1,209 SF (0.03 acres) <i>(approximately 10' in depth by 119' in length)</i>
Description/Location:		Moderately rectangular in shape and located along the Egg Harbor Road frontage.
Property Owner's Future Right of Use:		The owner, or its assigns, will retain the right to use and maintain the area, but cannot construct any buildings or structures.
Improvements Within Taking Area:		The taking will traverse across the subject's front yard area which includes an approximately 20' tall flowering tree and a portion of an asphalt paved driveway.
		
Northerly View of Taking Area		
Southerly View of Taking Area		

Copy of General Property Parcel Map



Section 7: Valuation of the Subject - After the Taking

Description of Remainder

The property will continue to offer most of the same physical characteristics as before the taking. After the Taking, the site's physical characteristics are shown as follows:

Physical Characteristics of the Site (After the Taking)	
Total Site Area (Fee Simple):	24,394 square feet or 0.56 acres
% Fee Simple Land Area Reduced:	6.95%
Frontage:	116.96' Egg Harbor Road 242.75' Sonesta Court 359.71' Total (642' per acre)
Shape of Tract:	Moderately Irregular
Topography:	Same as before the taking.
Access:	Same as before the taking.
Corner Influence:	Same as before the taking.
Easements:	There will be a Non-Exclusive Roadway Improvement Easement along Egg Harbor Road.
Encroachments:	Same as before the taking.
Parking:	Same as before the taking.
Zoning Setbacks:	As a result of the taking, the subject's front yard setback will be reduced from approximately 28' to 18', a 35% reduction. The subject was non-conforming before the taking and will remain non-conforming after the taking.
Damages:	As a result of the ROW taking, the distance from the residence to the proposed curb line and Right-of way will be reduced from 28' to 18' an approximate 35% reduction. As a result of the taking and the proximity of the new ROW to the building improvements, damages to the remainder are anticipated. Although the roadway does not appear that it will be shifted towards the residence after the taking, the overall buffer from the subject's residence to the new proposed curb line is reduced.

	which results in a residence that may be slightly less appealing to the marketplace than before the taking.
	The front yard setback is still non-conforming as it was in the before the taking.
	The highest and best use of the subject remains the same as Before the Taking and the taking does not impact its potential to be developed as if vacant or the continued use as a residence with commercial potential as improved.

Highest & Best Use – As if Vacant (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As if Vacant, remains the same as in the Before the Taking analysis and is determined to be development in accordance with zoning, likely a residential use.

Highest & Best Use – As Improved (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As Improved, remains the same as in the Before the Taking analysis and is determined to be continued use as improved.

Appraisal Process

Again, each of the three traditional approaches to value has been considered in estimating the market value of the subject. The market value indication for the subject's land area was again developed via the Sales Comparison Approach for the same reasons as it was developed in the "Before the Taking" and the same set of sales has been utilized.

Discussion of Value (After the Taking)

In determining the value of the subject After the Taking the appraiser has utilized the Before the Taking estimated value less the estimated value of the land taken and diminishment in value to the building improvements as a result of the taking as shown below:

	Value Before the Taking
Less:	Value of the land area taken
Less:	The diminishment in value of the improvements (damages)
Equals:	Value After the Taking

The taking consists of a permanent roadway easement that shall impact an area along the Egg Harbor Road frontage. The owner will retain the responsibility of maintaining the land area not improved as a road, but will not be able to construct any improvements within the area. The value of the land area to be taken is based upon 100% of the value of the land, since the easement will be perpetual and the law of eminent domain deems the possibility of the abandonment of a perpetual easement by a nonuser so remote and improbable that the courts

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generally rule that a fee ownership encumbered by a perpetual road easement has little or no market value.

The contributory value of the improvements (including site and building improvements), After the Taking, is based upon the estimated impact of the road easement on their value. The right-of-way will be located approximately 18' from the dwelling as opposed to approximately 28' in the same vicinity before the taking. The diminishment in value of the building improvement is estimated at 20%. Therefore, the contributory value of the improvements is reduced to 80% as compared to before the taking contributory value of 100%.

The indicated market value of the subject, After the Taking, again is based upon the Before the Taking values less land lost and the diminished value of improvements. It is summarized as follows:

Contributory Value of the Improvements (Before the Taking)		\$100,000
Less: Diminishment in value	-20%	-\$20,000
Equals: Contributory Value of the Improvements (After the Taking)		\$80,000
Plus: Value of the Land After the Taking		\$90,500
Estimated Market Value After the Taking		\$170,500

Comparable Land Sales Adjustment Analysis					
After the Taking					
Sale Price	Sale 1	Sale 2	Sale 3	Sale 4	
	\$100,000	\$140,000	\$104,000	\$65,000	
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Adjustment					
	\$100,000	\$140,000	\$104,000	\$65,000	
Financing/Concessions	Market	Market	Market	Market	
Adjustment					
	\$100,000	\$140,000	\$104,000	\$65,000	
Conditions Of Sale	Market	Market	Market	Market	
Adjustment					
	\$100,000	\$140,000	\$104,000	\$65,000	
Market Conditions	Feb-12	May-11	Aug-10	Oct-09	
# of Months Replacing Adj.	1	10	19	29	
Adjustment Required/Year	0%	0%	0%	0%	
	\$100,000	\$140,000	\$104,000	\$65,000	
Other Adjustments:					
Location	Comp	Superior	Superior	Comp	
Adjustment	0%	-20%	-20%	0%	
	75,900	32,234	6,611	24,779	
Land Area (SF)	-20%	0%	20%	0%	
Adjustment					
	Comp	Comp	Comp	Comp	
Zoning	0%	0%	0%	0%	
Adjustment					
	Comp	Comp	Comp	Comp	
Physical Characteristics	Comp	Comp	Comp	Comp	
Adjustment	0%	0%	0%	0%	
	Inferior	Comparable	Comparable	Inferior	
Utilities	15%	0%	0%	10%	
Adjustment					
Net-Other Adjustments	-5%	-20%	0%	10%	
Adj Sale Price	\$95,000	\$112,000	\$104,000	\$71,500	
Analysis of Comparables					
Net Adjustments (Including Market Conditions)	3%	-20%	0%	10%	
Gross Adjustments (Including Market Conditions)	3%	-20%	0%	10%	
Comparable Weighting	25%	25%	25%	25%	
Before Adjustments	\$100,000	\$140,000	\$104,000	\$65,000	
After Adjustments	\$95,000	\$112,000	\$104,000	\$71,500	
Low End of Range	\$85,000	\$102,000	\$95,000	\$60,000	
High End of Range	\$110,000	\$122,000	\$113,000	\$81,000	
Median	\$95,000	\$112,000	\$104,000	\$71,500	
Weighted Value	\$95,000	\$112,000	\$104,000	\$71,500	
Estimated Market Value Via Sales Comparison on (Rounded)					
Estimated Market Value Per SF of Land (MVB/Sq Ft Land area)	\$3.71	\$3.71	\$3.71	\$3.71	
Taking Area (SF)	1,202	1,202	1,202	1,202	
Less: Estimated Market Value of Taking Area (Rounded)					
Estimated Market Value After the Taking (Rounded)					

Compensation for Site Improvements

Compensation must also be made for any site improvements that will be permanently impacted by the taking. Compensation for the flowering tree is accounted for within the valuation of the taking area and the diminishment in the value of the improvement due to the taking. The depreciated value of the asphalt driveway has been estimated utilizing the Marshall Valuation Service, while the depreciation has been estimated using the age/life method.

Valuation of Site Improvements After Taking									
Description	Section/Page	Amount	Unit	Replacement Cost Per Unit	Effective Age (Years)	Average Life (Years)	Remaining Life 100% - Age/Life	Depreciated Value	
Asphalt Driveway	6-2	270	SF	\$2.65	8	8	88%	\$238	
Flowering Tree Depreciated Value - See Site Improvements								\$625	
								\$863	
* Intended multipliers					Land Multiplier	1.18	Replacement		\$970
					Cost Multiplier	1.01			

Damages to the Remainder

As previously discussed, damages to the remainder are anticipated as a result of the ROW taking. Any potential damage to the remainder has been included within the diminishment of value of the improvements, After the Taking.

Cost to Cure

As previously discussed, any potential damage to the remainder has been compensated within the estimation of value After the Taking.

Correlation and Final Value Estimate - After the Taking

Again the appraiser has utilized the concluded value of the subject's land and contributory value of the improvements, Before the Taking, and has estimated the value, After the Taking based upon the impact of the loss of land and the diminished value of the improvements.

Market Value Conclusion After The Taking		Sales Comparison	Income Approach	Cost Approach
		\$ 170,500	N/A	N/A
Less: Compensation for Site Improvements		(\$700)		
After Value Reflecting All Damages		\$169,800		
Reconciled Value After the Taking			\$25,200	

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Fee Simple Interest of the subject After the Taking as of April 16, 2012 is:

ONE HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED DOLLARS (\$169,800)

Section 8: Conclusion and Justification

In the final reconciliation, the appraiser must insure that the approaches and methods used relate to the real property interest being appraised, the definition of value under consideration, and the purpose and use of the appraisal. In the analysis of the subject, each of the three traditional approaches to value has been considered in estimating value for the takings of the subject property. The following value estimates were derived by each approach employed:

The following is a summary of the value estimates Before and After the Taking, as well as the estimated value of the taking.

Value Before	\$195,000
Value After	\$169,800
Value of Part Taken & Damages to Remainder	\$25,200

During the analysis, it was found that the Sales Comparison Approach was the only reliable indicator to estimate the market value of the taking and damages to the remainder, since properties within this market are typically purchased on this basis. Comparable improved sales were analyzed based on their overall sale price while land sales were analyzed on the sale price per square foot of land area. After making the appropriate market adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach was also considered but was not developed, since an adequate supply of comparable lease information was not found for undeveloped land zoned for this type of use. In addition, this approach to value does not reflect the typical motivations of land purchasers within the market.

The Cost Approach was also considered, but not developed, due to the subject's older construction; it is difficult to determine the physical depreciation and the obsolescence associated with the dwelling. Additionally, typical purchasers do not utilize this approach.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Takings and Damages to the Remainder as of April 16, 2012 is:

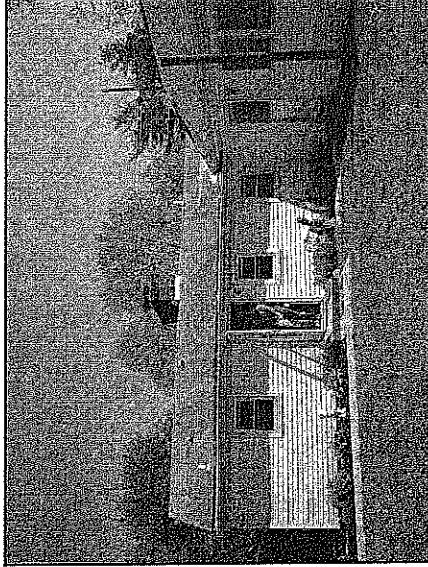
TWENTY FIVE THOUSAND TWO HUNDRED DOLLARS
(~~\$25,200~~)

Section 8: Addenda

Photographs of the Subject Property



Westerly View of Subject from Egg Harbor Road – Front of House (Taken by ARC on 4/16/2012)

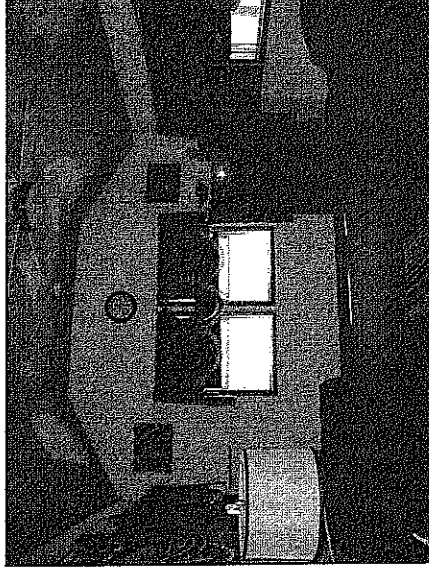


Easterly View of Subject - Rear of House (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

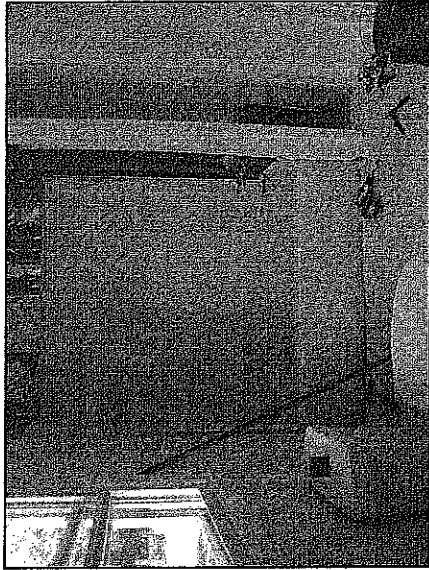


Interior View of Residence - Kitchen (Taken by ARC on 4/16/2012)

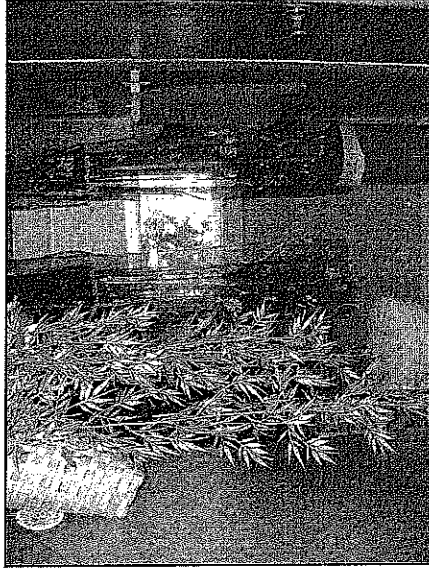


Interior View of Residence - Recreational Room (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

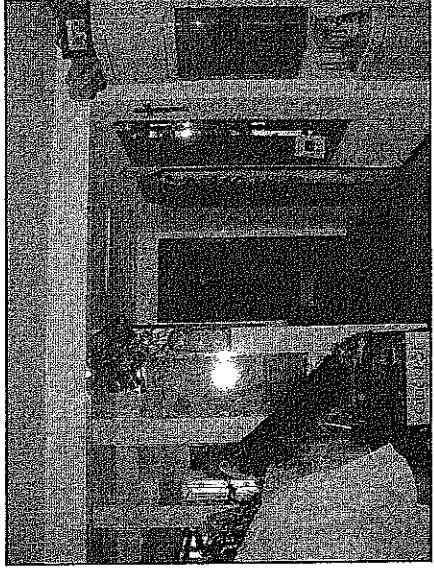


Interior View of Residence -- Full Bath (Taken by ARC on 4/16/2012)



Interior View of Residence -- 1/2 Bath (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

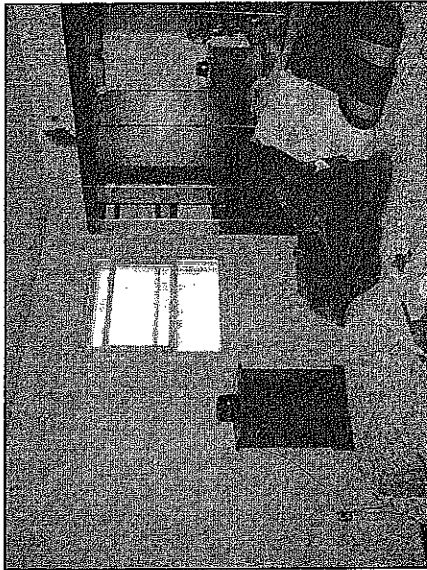


Interior View of Residence – Living Room (Taken by ARC on 4/16/2012)

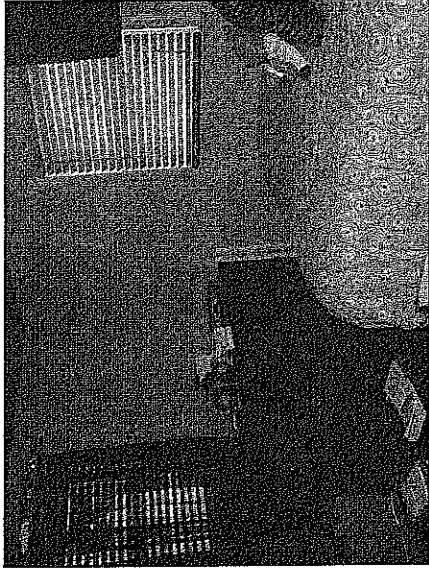


Interior View of Residence – Dining Room (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

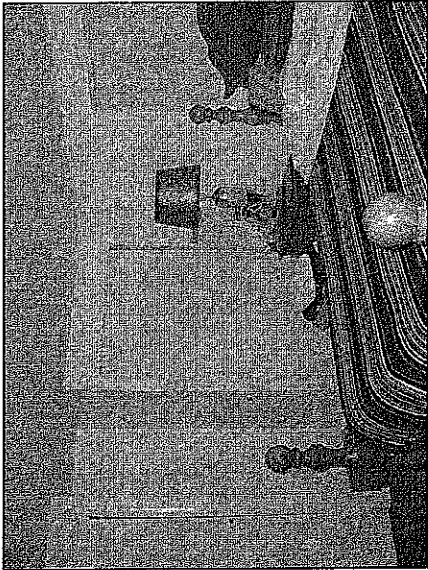


Interior View of Residence - Bedroom (Taken by ARC on 4/16/2012)



Interior View of Residence - Bedroom (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

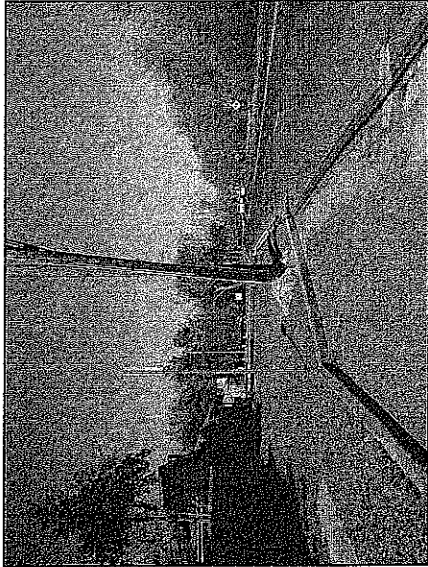


Interior View of Residence - Bedroom (Taken by ARC on 4/16/2012)



Southerly View of Taking Area (Taken by ARC on 4/16/2012)

Photographs of the Subject Property

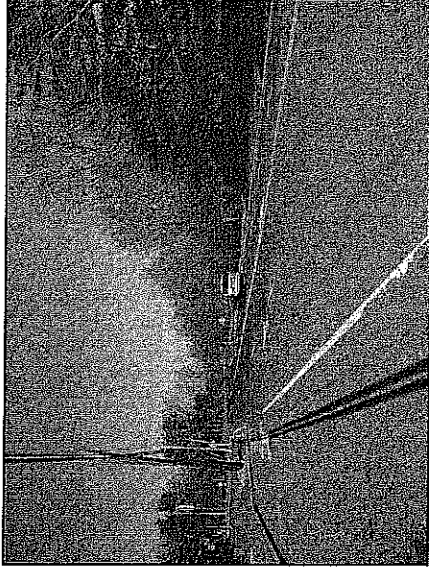


Northerly View of Taking Area (Taken by ARC on 4/16/2012)



Northerly View of Taking Area (Taken by ARC on 4/16/2012)

Photographs of the Subject Property



Northerly View along Egg Harbor Road (Taken by ARC on 4/16/2012)



Southerly View along Egg Harbor Road (Taken by ARC on 4/16/2012)

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Photographs of the Subject Property



Easterly View along Sonesta Court (Taken by ARC on 4/16/2012)



Westerly View along Sonesta Court (Taken by ARC on 4/16/2012)

Portion of Zoning Ordinance

ARTICLE IX. R Rural District

§ 285-38. Permitted uses.

In any R Rural District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. All uses permitted in the A Residence District.
- C. Agricultural uses in accordance with Article XXXIV, Farm Regulations.
- D. Usual farm buildings and farm dwellings, including one tenant house as an accessory dwelling, and dwellings for migrant workers in accordance with the appropriate federal and state standards and regulations.

§ 285-39. Conditional uses.

- A. All conditional uses of the A Residence District shall be allowed, provided, however, that the conditions set forth there under shall be complied with.
- B. The following conditional uses shall be allowed, provided that the standards set forth in Subsection C below are met:

- (1) Permanent farm markets.
 - (2) Riding academies.
 - (3) Nursery schools.
 - (4) Day-care centers, if a fenced outdoor play area is provided.
 - (5) Kennels, subject to special regulations of § 285-133.
- C. Applications for conditional uses shall be in compliance with the following minimum specifications and standards:
- (1) That the use will not injure or detract from the use of neighboring property.
 - (2) That the use will not detract from the character of the neighborhood.
 - (3) That the use of property adjacent to the area included in the plan is adequately safeguarded.
 - (4) That the property is suitable for the intended use.
 - (5) That the use will serve the best interests of the Township.
 - (6) That the use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
 - (7) That the use will not adversely affect the drainage facilities in the adjacent neighborhood.
 - (8) That the use will not adversely affect the safe flow of highway traffic and that adequate roadway accesses are provided to protect roadways from undue congestion and hazards.
 - (9) That the lot area, yard requirements and parking will conform to the standards set forth in this district.

§ 285-40. Accessory uses.

Only the following accessory uses shall be permitted:

- A. All accessory uses permitted in the A Residence District.
- B. Agriculture accessory uses in accordance with the provisions of Article XXXIV, Farm Regulations.

§ 285-41. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size for agricultural uses: 5 1/2 acres.
- B. Minimum lot size for other uses: 31,000 square feet.
- C. Maximum density per gross acre: one unit per two acres. [Amended 1-17-2002 by Ord. No. 37-2001]
- D. Minimum lot width: 100 feet.
- E. Minimum lot depth: 200 feet.
- F. Maximum lot coverage: 15%.
- G. Minimum front yard: 50 feet.
- H. Minimum side yards: 15 feet each.
- I. Minimum rear yard: 35 feet.
- J. Maximum building height: 35 feet.

§ 285-42. Other regulations.

All other applicable regulations of this chapter should be followed as required.

§ 285-43. Clustering of housing.

[Added 1-17-2002 by Ord. No. 37-2001]

Clustering of housing is encouraged in the Township's ongoing efforts to preserve open space land.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

- A. Agricultural uses, provided that:
 - (1) The use will not injure or detract from the use of neighboring property.
 - (2) The use will not detract from the character of the neighborhood.
 - (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
 - (4) The property is suitable for the intended use.
 - (5) The use will service the best interests of the Township.
 - (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
 - (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.

- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.

(10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.

(2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.

(3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.

(4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.

(2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.

Delsea Drive

Blackwood-Barnshoro Road, from County House Road to Delsea Drive

Egg Harbor Road

Fish Pond Road

Berlin-Cross Keys Road

Black Horse Pike

Woodbury-Turnersville Road

County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood

Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road

Grenloch-Selina Road

Hurffville-Cross Keys Road

Fries Mill Road

Williamstown-Blackwood Road

Glasboro-Cross Keys Road

Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road

Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road

- (3) Architectural standards set forth in § 285-108.
- (4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.
- (5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.
- (6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.
- (7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.
- (8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.
- (9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.
- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

65335845 Charge & Return, Congress Field,
57 South Street, Woodbury

DB2742-PH16

In confidence with the radio I have pre-
sented an interest of the radio to the
radio. It is the only radio which
presented.

JOSEPH J. KOWALAN
COUNTY CLERK

DEED

1997

Return and Return to:

WILLIAM HANCOCK, JR. and
KATHLEEN HANCOCK, JR. and
Childs

TO

WILLIAM HANCOCK, JR. and
KATHLEEN HANCOCK, JR. and
Childs

RECORDED
JUN 15 1997

66090 L6

65335845

24.75

65335845 Charge & Return, Congress Field,
57 South Street, Woodbury

I, Thomas J. Webb, the Grantor, hereby certifies as his/her hand and seal on this 10th day of October, 2011, that the above and foregoing is a true and correct copy of the original instrument as signed by him and has caused its proper execution and recording to be made.

Witness:

By: Thomas J. Webb

By: Thomas J. Webb

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

BEFORE ME, the undersigned authority, on this 10th day of October, 2011, personally appeared Thomas J. Webb, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary

ROAD EASEMENT

From: Thomas J. Webb

Date: 10/10/11

To:

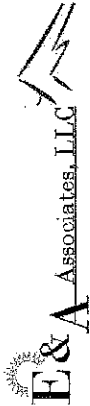
County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Registrars Office
111 Board Street
Woodbury, NJ 08096

E & A Associates, LLC

Copy of Certified Letter



Albert R. Crosby, CTA, NJ SCGREA*
100 Applebloss Way
Seaside, New Jersey 08080
Phone: (609) 922-4815
Fax: (609) 922-4711
albertcrosby@comcast.net
NJ State Certified General Real Estate Appraiser

February 7, 2012

Phillip Webb & Linda Tolley
PO Box 63
Blackwood, NJ 08012-0063

Re: Property Acquisition Appraisal
Block 54.28, Lot 3.01
325 Egg Harbor Road
Washington Township, Gloucester County, New Jersey

To Whom it may concern:

Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

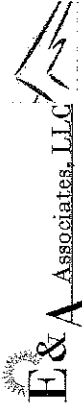
We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RG0022000

E & A Associates, LLC



E & A Associates, LLC

Albert R. Crosby, CTA, NJ SCORPA[®]
109 Appaloosa Way
Sewell, New Jersey 08080
Phone: (609) 922-4815
Fax: (609) 582-4711
albertcrosby@comcast.net
NJ State Certified General Real Estate Appraiser

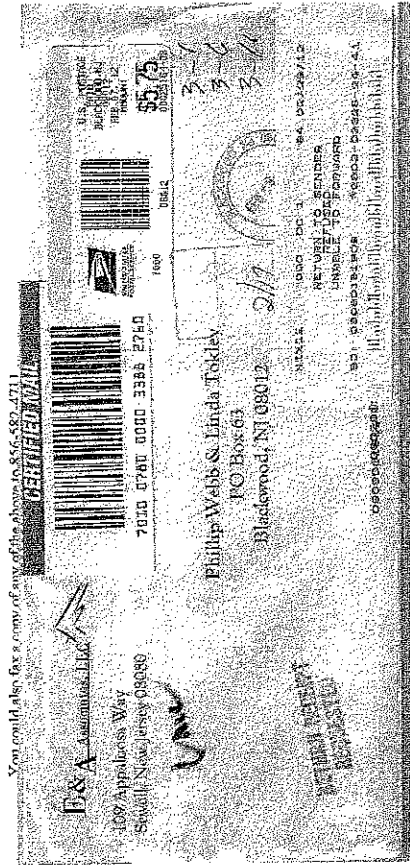
Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Full scale copy of subdivision plans
- 5) Copy of any approvals received to date from local, county, or other governing authorities.
- 6) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080



WebbTokley, Washington Twp., Gloucester County, NJ

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC, specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 -- 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

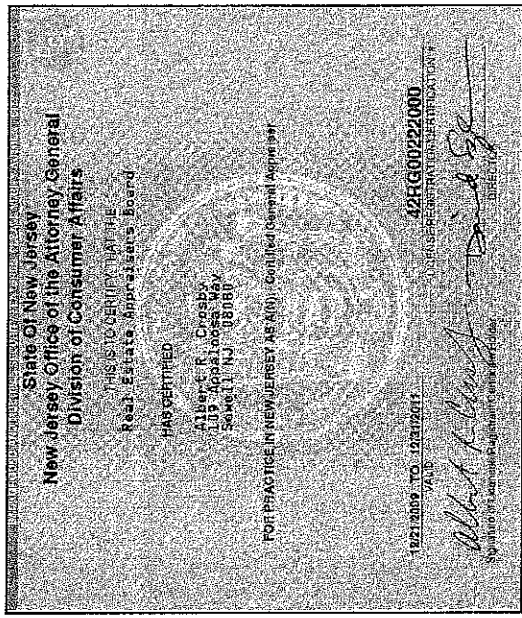
- November 2010 Report Writing, Appraisal Institute
- December 2009 Advanced Applications, Appraisal Institute
- May 2007 General Market Analysis/Highest & Best Use, Appraisal Institute
- November 2005 Advanced Sales Comparison & Cost Approaches, Appraisal Institute
- January 2005 Advanced Income Capitalization, Appraisal Institute
- October 2005 15-Hour National USPAP, Appraisal Institute
- March 2004 Basic Income Capitalization, Appraisal Institute
- May 2003 Appraisal Procedures, Appraisal Institute

E & A Associates, LLC

March 2003 Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01
WITH ZONE STRIPING, INC. IN THE AMOUNT OF -\$1,050.00
REGARDING ENGINEERING PROJECT 10-01FA**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the Gloucester County Roadway Safety Project in Various Municipalities throughout Gloucester County, Federal Project No. STP-COOS (043), Engineering Project #10-01FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to Zone Striping, Inc. (hereinafter "Zone"), with a mailing address of P.O. Box 568, Glassboro, NJ 08028 in the amount of \$457,733.33 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01 for the Contract, which would decrease the total amount of the Contract for the Project by \$1,050.00, resulting in a new total contract amount of \$456,683.33; and

WHEREAS, the said Change Order #01 is for Increases and Decreases in quantities to reflect work completed and additional work to be completed; and

WHEREAS, the Project is a 100% Federally funded.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The hereinabove referenced Change Order #01 to decrease Zone's Contract with the County for the Project in the amount of \$1,050.00, resulting in a new total contract amount of \$456,683.33, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #01 regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B8

Project #10-01FA

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: Zone Striping, Inc.
P.O. Box 568
Glassboro, N.J. 08028
2. Description of Project or Contract: Gloucester County Roadway Safety Improvements 2010 in Various Municipalities in the County of Gloucester
3. Date of Original Contract: March 2, 2011
4. P.O. Number: 11-01906
5. Amount of Original Contract: \$457,733.33
6. Amount of Previously Authorized Change Order \$0.00
7. Amount of this Change Order No. 1: -\$1,050.00
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$456,683.33
9. Need or Purpose of this Change Order: Increases and decreases in quantities to reflect work completed and additional anticipated work to be completed. This project is 100% Federally Funded.

This change order requested by _____ on _____
(Department Head) (Date)

Accepted by  on 6-7-2012
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

TO ALL VENDORS:

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

B2

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 1
Order Letter: _____
Date: 5/29/12

Project: Gloucester County Roadway Safety Improvements 2010 in various Municipalities
Federal Project No: STP-COOS(043) Doc. No. _____
Contractor: Zone Striping, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Various Locations

Nature and reason for order: Increases and decreases in quantities to reflect work completed and anticipated additional work to be completed

 Extension Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$457,733.33</u>		<u>\$457,733.33</u>
Adjusted amount based on orders No. 1 :	<u>\$456,683.33</u>		<u>\$456,683.33</u>

CONTRACT TIME
Original Completion Date: _____
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: _____

ORDER NO.	<u>X</u> Road	Bridge	<u> </u> Other
<u>1</u>			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$88,750.00	\$0.00	\$88,750.00
Decreases:	-\$89,800.00	\$0.00	-\$89,800.00
Total:	-\$1,050.00	\$0.00	-\$1,050.00

RESERVED FOR FHWA OR F.T.A.

Recommended:

Vincent M. Voltaggio, P.E.
Gloucester County Engineer

Date

Approved:

Robert M. Dammingier
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS This order is approved for Federal participation:
Director, Local Aid & Economic Development
Date

Accepted:

Contractor's Authorized Signature

6-7-2012
Date

Name: Paul R. Mitchell, Jr.

Title: President

X Unprotested
 Protested by letter dated _____ attached.

CONTRACTS PAYABLE SECTION
Reviewed by: _____
Date
Input Submitted by: _____
Date
Certification of Funds:
Director of Accounting & Auditing
Date

B8

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 1
Order Letter:
Date: 5/29/12

Project: Gloucester County Roadway Safety Improvements 2010 in various Municipalities
Federal Project No: STP-COOS(043) Doc. No.
Contractor: Zone Striping, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Extras				
				\$0.00
			Total Extras	\$0.00
Increases				
5	Traffic Stripes, Long Life, Epoxy Resin	400,000	\$0.19	\$76,000.00
6	Traffic Markings, Symbols, Long Life, Thermoplastic	3,000	\$4.25	\$12,750.00
			Total Increases	\$88,750.00
Decreases				
9	Bean Guide Rail	-1200	\$18.75	-\$22,500.00
10	Rub Rail	-100	\$8.00	-\$800.00
11	Flared GuideRail Terminal	-5	\$2,000.00	-\$10,000.00
12	Tangent Guide Rail Terminal	-5	\$2,200.00	-\$11,000.00
13	Controlled Release Terminal	-4	\$800.00	-\$3,200.00
14	Controlled Release Terminal Anchorage	-4	\$800.00	-\$3,200.00
15	Beam Guide Rail Post	-200	\$45.00	-\$9,000.00
16	Beam Guide Rail Post, 8' Long	-100	\$58.00	-\$5,800.00
17	Beam Guide Rail Element	-500	\$7.00	-\$3,500.00
18	Reset Beam Guiderail Using Existing Posts	-500	\$10.00	-\$5,000.00
19	Beam Guiderail End Anchorage	-4	\$700.00	-\$2,800.00
20	Thrie Beam Guide Rail, Bridge	-100	\$130.00	-\$13,000.00
			Total Decreases	-\$89,800.00
Total Amount Change Order No. 1				-\$1,050.00

Amount of Original Amount: \$457,733.33
Adjusted Amount Based on Change
Order No. 1 \$456,683.33
Total Change (+ or -): (\$1,050.00)
% of Change in Contract:
[(+) Increase or (-) Decrease] -0.23%

C1

**RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY
WIC SERVICES FOR A MINI GRANT IN THE AMOUNT OF \$1,000.00 TO
DEFRAY COSTS OF THE SENIOR FARMER'S MARKET PROGRAM
FROM JUNE 1, 2012 TO SEPTEMBER 30, 2012**

WHEREAS, the County of Gloucester (hereinafter the "County"), through the County's Division of Senior Services, desires to apply for and obtain funding in the amount of \$1,000 in the form of a "mini grant" from the New Jersey WIC Services for the purpose of maintaining services and to help defray the costs associated with the provision of the Senior Farm Market Voucher Program to the senior residents of the County; and

WHEREAS, the Board of Chosen Freeholders of the County deems this to be beneficial to the citizens of the County; and

WHEREAS, the grant shall be for the period beginning June 1, 2012, and concluding September 30, 2012, in the amount of \$1,000.00; and

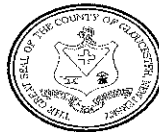
WHEREAS, the County's Division of Senior Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County's Division of Senior Services has submitted the grant application to New Jersey's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by New Jersey WIC Services for the administration of such grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents to apply to New Jersey Department of Human Services, New Jersey WIC Services, for a "mini grant" in the amount of \$1,000 for the period June 1, 2012, and concluding September 30, 2012, for the purpose of maintaining services and to help defray the costs associated with the provision of the Senior Farm Market Voucher Program to the senior residents of Gloucester County; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 20, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CI



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Dennis Dittmar

DEPARTMENT: Senior Services

GRANT TITLE: Senior Program Development Specialist / Planner

DATE: June 7, 2012

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed
Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]

Grants Coordinator

FREEHOLDER MEETING: June 20, 2012

New Jersey Relay Service -- 711
Gloucester County Relay Service
(TTY/TTD) -- (856)848-6616

New Jersey Department of Health and Senior Services

APPLICATION FOR MINI-GRANT FUNDS
(\$25,000 or Less)

(TYPE OR PRINT ALL DATA)

FOR STATE USE

Spending Plan No. _____

Funding Authorization No.(s) _____

1. Name of Applicant Gloucester County Division of Senior Services				
2. Street Address 115 Budd Boulevard	City West Deptford	County Gloucester	State N.J.	Zip Code 08096
3. Name and Title of Fiscal Contact Karen Christina, Fiscal Officer			Telephone No. 856-686-8334	
Street Address 115 Budd Boulevard	City West Deptford	County Gloucester	State N.J.	Zip Code 08096
4. Name of Attorney for Agency Emmett Primas			Telephone No. 856-384-6891	
5. Name and Title of Principal Contact Anna Docimo			Telephone No. 856-686-8340	
6. Employer ID No. 216000660-30		7. Certificate of Need Project (if applicable) <input type="checkbox"/> PENDING <input checked="" type="checkbox"/> NOT REQUIRED		
8. Proposed Grant Title Senior Farmer's Market Nutrition Program		9. Location of Proposed Project (include county) County of Gloucester		
10. Site Locations Various Locations		Number ATTACH ADDITIONAL SHEETS		
11. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
MEMBER BOARD, COUNCIL, ETC.				
11c. Type of payment plan preferred <input type="checkbox"/> Cost-Reimbursement <input checked="" type="checkbox"/> Advance Payment		11d. Location where payments should be sent 115 Budd Boulevard, West Deptford, N.J. 08096		
12. Type of Agency (check one) <input type="checkbox"/> PRIVATE NON-PROFIT <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> HOSPITAL <input type="checkbox"/> PRIVATE PROFIT <input type="checkbox"/> OTHER (Specify) _____		13. Does the Agency Meet the following Licensure Requirements? YES NO PENDING N/A FOR FACILITY <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> FOR SERVICES <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> FOR PERSONNEL <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
14. Agency Fiscal Year End 12-31	15. Agency Accounting System: <input checked="" type="checkbox"/> Cash Basis <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Accrual Basis			
16. Type of Request <input checked="" type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL OF GRANT NO.: 11-193-WIC-L-O <input type="checkbox"/> MULTI YEAR GRANT <input type="checkbox"/> MODIFICATION TO GRANT NO.: YEAR: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3		16a. Budget Period Mo./Day/Yr. From: June 1, 2012 Through: September 30, 2012 b. Project Period Mo./Day/Yr. From: June 1, 2012 Through: September 30, 2012		
17. Is political subdivision covered by NJ Civil Service Merit System? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		18. Affirmative Action Plan <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		19. If grant is awarded, will funds be used to replace other funds which would be available in absence of award? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
COST OF PROJECT				
20a. Total Funds Needed \$1,000.00		b. Funds Requested from State \$1,000.00		c. Funds From Other Sources none
21a. Name of NJDHSS Representative Regarding Application Dorothy Ngumezi		21b. Program (Granting Agency) New Jersey WIC Services		
22. CERTIFICATION – The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct, the document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions, and other policies, regulations and rules issued by the New Jersey Department of Health and Senior Services which include provisions described in grant application instructions.				
NAME AND TITLE OF APPLICANT (Print) Robert M. Damming, Freeholder Director		SIGNATURE OF APPLICANT		DATE OF APPLICATION

New Jersey Department of Health and Senior Services

APPLICATION FOR MINI-GRANT FUNDS

(\$25,000 OR LESS)

(Attach additional sheets if necessary.)

ASSESSMENT OF NEED(S) - List the need(s) that illustrate the reason for the project:

The funding will allow the WIC Services to enhance the lives of the low-income senior citizens of New Jersey. The funding will enable the AAA to maintain and possibly enhance the the service delivery of the Senior Farmer's Market Nutrition Program, enabling the AAA to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester,

OBJECTIVE(S) OF PROJECT - List what will be done to alleviate "Needs" described above:

Funds will enable the AAA to print forms, descriptive pamphlets and booklets, purchase any necessary supplies or materials specific to service delivery of the program. Funds will also enable the AAA to provide and maintain staffing needed to develop, administer and maintain the program.

COST OF PROJECT - Indicate costs related to project:

Total Project Cost: \$1,000.00 (100 %) *
Printing, materials, and supplies - \$200.00 (20 %)
Staffing- \$800.00 (80 %)

*Costs will be relative the printing of forms, descriptive pamphlets and booklets, purchasing of any necessary supplies or materials specific to service delivery of the program. Costs will also include the provision and maintainance of staffing needed to develop, and the administration of the program.

**2012 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

20275	Printing			
	Material and supplies for voucher distribution			\$ 200.00
10101	Salaries			
	Dawn Cooper	800		\$ 800.00
Total				<u>\$ 1,000</u>

Form C-2

Department Code 501

Submission Date 5/30/2012

Department: Senior Services Revision Date _____

D 1

**RESOLUTION AUTHORIZING THE PURCHASE OF HARDWARE MAINTENANCE
SERVICES FROM IBM, THROUGH WSCA CONTRACT NUMBER #A70265,
IN AN AMOUNT NOT TO EXCEED \$26,000.00,
FROM JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through WSCA/State Contract without the need for public bidding; and

WHEREAS, the County has a need to purchase maintenance services for computer hardware located at the Emergency Response Center; and

WHEREAS, the County can purchase the said maintenance services from IBM for an amount not to exceed \$26,000.00, through WSCA Contract #A70265; the contract is open-ended, which does not obligate the County of Gloucester to make any purchase; and, no Certificate of Availability of Funds is required at this time; and

WHEREAS, IBM will invoice the Emergency Response Center on a quarterly basis from January 1, 2012 to December 31, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase maintenance services for the County Emergency Response Center from IBM for an amount not to exceed \$26,000.00, through WSCA Contract #A70265.

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D2

**RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS
EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE
CONTRACT #53804, IN AN AMOUNT NOT TO EXCEED \$300,000.00,
FROM JUNE 1, 2012 TO MAY 31, 2013**

WHEREAS, the County Emergency Response Center, dispatches first responders in time of need through a two-way radio system, which system's infrastructure is made up of base stations, comparators and receivers; and

WHEREAS, the County has a need to purchase communications equipment, as emergency communications for the County's First Responders are dependent upon said radio system; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase said communications equipment from Motorola Communications, Inc., for an amount not to exceed \$300,000.00, through State Contract #53804; and

WHEREAS, the contract shall be for an estimated units of service, for an amount not to exceed \$300,000.00. The contract is open-ended, which does not obligate the County to make any purchase; and, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase communications equipment for the County of Gloucester, specifically, base stations, comparators, receivers, two-way radios and radio repair parts from Motorola Communications for an amount not to exceed \$300,000.00, through State Contract #53804.

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D3

**RESOLUTION AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND
ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS**

WHEREAS, mutual aid and assistance agreements between Municipalities, Counties, Law Enforcement agencies Police, Emergency Medical Service, Fire Departments, Fire Companies or EMS organizations and Fire Departments situated in Fire Districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A-9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act”, N.J.A.C. 52:14 & 11 et seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et seq.; and

WHEREAS, it is deemed to be in the best interests of the residents of Gloucester County to enter into a mutual aid and assistance agreement with other Counties to provide protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Freeholder Director and Clerk of the Board are hereby authorized to execute and directed to enter into the Gloucester County Mutual Aid and Assistance Agreement between Participating Units, a copy of which: is attached hereto and made part hereof, on the terms and conditions contained herein.
2. The Clerk of the Board is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Gloucester County Department of Emergency Services, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders on Wednesday, June 20, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR